

**YAMPATIKA
WAIVER, RELEASE AND INDEMNITY**

THIS IS A RELEASE OF LIABILITY, PLEASE READ BEFORE SIGNING

I desire that my child/children participate in outdoor programs and/or other activities (the "Activity") sponsored or produced by Yampatika Educational Partnership, d/b/a Yampatika, either on its own or in conjunction with others ("Activity Sponsors"). I acknowledge that the Activity may be dangerous, and involve the risk of serious bodily injury, death, or other damage. I am FREELY SIGNING this WAIVER, RELEASE AND INDEMNITY in consideration of being permitted to participate in the Activity, and in consideration of being permitted to utilize equipment provided by Activity Sponsors or to enter upon private property for purposes of the Activity. FOR MYSELF, my personal representatives, heirs, next-of-kin, successors and assigns, I ACKNOWLEDGE, AGREE AND REPRESENT as follows:

1. I understand and agree that there are hazards and exposures associated with the Activity and that the Activity involves risks that include, without limitation, risks of exposure to the elements, inclement changing weather, unmarked hidden obstacles, collisions with obstacles and other participants, and equipment failures. I am capable of participating in the Activity.
2. I HEREBY RELEASE and WAIVE any and all RIGHTS, CLAIMS, and DAMAGES of any nature I have or may acquire against Activity Sponsors, owners of property on which the Activity occurs, other participants in the Activity, volunteers, advertisers, and others involved in the Activity and their respective owners, directors, officers, agents, representatives and employees (collectively, "Releasees") which in any way arise out of or relate to my participation in the Activity, including without limitation any rights and claims based on the NEGLIGENCE OF RELEASEES OR ANY OTHER PARTY. FURTHER, I COVENANT NOT TO SUE FOR ANY OF THE FOREGOING. The foregoing waiver, release and covenant not sue includes, without limitation, any and all responsibility of liability whatsoever any Releasee may have for PERSONAL INJURY, DEATH, PROPERTY DAMAGE or OTHER LOSS OR DAMAGE. I may suffer from any cause whatsoever related to my participation in the Activity including the actions or inactions of spectators or other participants.
3. I ASSUME FULL RESPONSIBILITY FOR ALL RISK OF DEATH, ANY BODILY INJURY, DEATH, PROPERTY DAMAGE, OR OTHER LOSS OR DAMAGE I MAY SUFFER OR CAUSE while participating in any fashion in the Activity, whether due to NEGLIGENCE of Releasees or any other party or from any other cause. I agree to DEFEND, INDEMNIFY AND HOLD RELEASEES HARMLESS from any and all liability, damage, cost or expense (including, but not limited to, attorney and witness fees) which may be incurred or suffered by them in account of any claim for death, personal injury property damage or any other damage resulting from my participation in the Activity.
4. This Waiver, Release and Indemnity is intended to be as broad as permitted by law. In the event any provision is overly broad, invalid, or unenforceable, such provision may be reduced in scope by the minimum amount necessary to make it valid and enforceable, in any event the remainder of this Waiver, Release and Indemnity shall be governed by the laws of the State of Colorado.

I UNDERSTAND THIS WAIVER, RELEASE AND INDEMNITY IS A RELEASE OF ALL CLAIMS. I UNDERSTAND AND ASSUME ALL RISK OF PARTICIPATION IN THE ACTIVITY. I WILL NOT PARTICIPATE IN THE ACTIVITY WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. I VOLUNTARILY SIGN AS EVIDENCE OF MY ACCPETANCE OF THE ABOVE PROVISIONS.

I HAVE READ AND VOLUNTARILY SIGN THE WAIVER, RELEASE AND INDEMNITY, AND FURHTER AGREE THAT NO WRITTEN OR ORAL REPRESETATIONS OR OTHER INDUCEMENTS NOT SET FORTH ABOVE HAVE BEEN MADE TO ME TO OBTAIN MY AGREEMENT TO THE FOREGOING. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, OR THAT IF NOT, MY LEGAL GUARDIAN HAS ALSO SIGNED THIS WAIVER, RELEASE AND INDEMNITY.

Date: _____

Participant signature

Signature of Parent or Guardian if Participant is under 18. I am signing personally and on behalf of the minor to release the minor's claims.

(Please print participant's name)

I represent I have the authority to do so and agree to defend, indemnify and hold Releasees harmless from any claims brought on behalf of the minor. I am responsible for damages caused by the minor.

(Mailing Address)

(City, State, Zip Code)

Occasionally, we take photos of our participants for future web and print marketing and fundraising materials. Do you give permission for your photo or your child's photo to be taken and used for Yampatika and Storm Peak Lab's publicity purposes?

Yes: _____ No: _____ Signature: _____