

# OUTPOST WILDERNESS ADVENTURE -- ACKNOWLEDGEMENT OF RISK

Participant's printed name: \_\_\_\_\_

In consideration of the services of Outpost Wilderness Adventure, LLC, their managers, agents, employees and owners, and all other persons or entities associated with that business (hereinafter collectively referred to as "OWA"), I understand acknowledge and agree that:

Although OWA has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, OWA has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases permanent injury or death. OWA does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me and my parents or guardians to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all of those risks:

Weather conditions, which may change rapidly and unpredictably, and may cause injury directly (for example, rain or hail storms, sunburn, lightning strikes, cold temperatures, and the like) or by acting upon other factors (for example, performance of equipment may be impaired by weather conditions).

Equipment used in the activity may break, fail, or malfunction, despite reasonable maintenance and use. Some of the equipment used in activities may inflict injuries, even when used as intended. Persons using equipment may lose control of such equipment and cause injury to themselves and others.

Most activities take place in a natural environment, where unexpected, unseen, and unmarked objects and conditions create risk of injury or death from falling, tripping, slipping, insect or animal contact, unstable surface conditions, falling rocks and objects, potentially harmful vegetation and the like.

Activities near or in the water such as rafting, kayaking, fishing, hiking, backpacking and the like, involve risk of injury, illness and drowning. Because they are in a natural environment, lakes, ponds, streams, rivers and creeks present risks of water movement, subsurface conditions, cold water temperatures, water impurities, and the like. There is also a risk of falling out of or being struck by water craft.

OWA staff and guides use their training, experience and best judgement in determining how to react to circumstances including weather, terrain, water conditions and other unpredictable natural phenomena. The staff and guides may misjudge such circumstances, an individual's capabilities, and the like.

I understand that I or my child may be traveling via OWA vehicle (owned or rented) or by public transportation. Motor vehicle accidents may occur in the course of transporting OWA participants to or from activities or locations.

These are some, but not all, of the risks inherent in adventure and camping activities; a complete listing of inherent and other risks is not possible. There are also other risks which cannot be anticipated. I agree to assume and accept full responsibility for the risks identified herein and those inherent risks not specifically identified. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of OWA or others. I realize that my participation and the participation of my child in any OWA activity is purely voluntary, no one is forcing me or my child to participate, and we elect to participate in spite of and with full knowledge of the inherent risks.

By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicly, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

I have carefully read, clearly understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children. I, on behalf of myself and my child hereby release and waive any claim of liability against OWA, its managers, owners, employees (hired and volunteer) and agents with respect to any injury, illness, damage, or death occurring to me or my child while participating in any and all OWA programs and activities.

I hereby agree to indemnify and hold harmless Outpost Wilderness Adventure, LLC and its managers, employees (hired and volunteer) and agents with respect to any claim asserted by myself or on behalf of my child as a result of injury, illness, damage, or death.

All fees are payable at the OWA Colorado office located in Park County. I agree that this document, and all other aspects of my and my child's relationship with OWA and its agents and employees and management, shall be governed by the law of the State of Colorado. Further, I agree that any legal proceeding concerning such relationship must be filed exclusively in the state of Colorado.

Signed (Participant) \_\_\_\_\_ Signed (Parent or Guardian if under 18) \_\_\_\_\_

Date \_\_\_\_\_

## MEDICAL AUTHORIZATION

If medical treatment is necessary, I hereby give permission to the camp director, senior guide or team leader to secure proper medical treatment which may include, but not be limited to hospitalization, surgery, ordering of injection, or anesthesia, for the person named herein.

Signed (Participant) \_\_\_\_\_ Signed (Parent or Guardian if under 18) \_\_\_\_\_

Date \_\_\_\_\_