



## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of the San Juan Outdoor School Adventures, LLC and The San Juan Field School, their agents, owners, officers, volunteers, participants, employees, independent contractors, San Miguel County, the Trust for Public Land, the Idarado Mining Company, the telluride Mountain Club, TSG ski and golf and all other persons or entities acting in any capacity of their behalf (hereinafter collectively referred to as "SJOSA"), I hereby agree to release, indemnify, and discharge SJOSA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that outdoor adventure-based activities such as hiking, camping, backpacking, rock climbing, mountaineering, snowshoeing, backcountry skiing, mountain biking, via ferrata and ice climbing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Slipping and falling; falling objects; water hazards and accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, COVID-19 and hazardous plant-life; equipment failure; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; and improper lifting or carrying.

Furthermore, SJOSA employees have a difficult job to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the terrain or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless SJOSA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SJOSA's equipment or facilities, **including any such claims which allege negligent acts or omissions of SJOSA.**
4. Should SJOSA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against SJOSA, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of Colorado shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of a law to have waived my right to maintain a lawsuit against SJOSA on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

### **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name), ("Minor") being permitted by SJOSA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SJOSA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with any use or participation by Minor.

Signature of Parent or Guardian: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



## PERSONAL PHOTOGRAPH RELEASE FORM

I, the undersigned of lawful age, hereby grant the San Juan Schools (including the San Juan Outdoor School Adventures, LLC and the non-profit San Juan Field School) its affiliates, licensees, and authorized third party users and to their photographers permission to take photographs of me. Furthermore I give the San Juan Schools permission to put the finished photographs to any legitimate uses it may deem proper. I hereby relinquish all right, title and interest I may have in the finished pictures, negatives, digital renderings, reproductions or copies and facsimiles thereof to any responsible individual, business firms or publication or their assignees. The San Juan Schools hereby has the right to use and re-use, publish and re-publish the photograph in whole or in part, individually or in conjunction with printed matter or in composite form, and in any medium now existing or subsequently developed, for editorial, commercial, promotional or trade purposes. I hereby waive my right to inspect or approve any editorial text or advertising copy that is used in connection with the photograph and release and discharge The San Juan Schools, its affiliates, licensees, authorized third party users, and the Photographer from any and all claims arising out of the use of the photograph for the purposes described above, including any claims for libel and invasion of privacy.

I am over the age of eighteen. I have read the foregoing and fully understand its contents.

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

### **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name), ("Minor") being permitted by SJOSA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SJOSA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with any use or participation by Minor.

Signature of Parent or Guardian: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_