

# **VOLUNTARY RELEASE FROM LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

## **Colorado-Rapid Avalanche Deployment**

In consideration of the services provided by Colorado-Rapid Avalanche Deployment, a Colorado nonprofit corporation (“C-RAD”), and its officers, directors, staff, employees, agents, representatives, independent contractors, volunteers (including all guides, facilitators and instructors) and all other persons or entities associated with it, and in consideration of the opportunity to participate in C-RAD sanctioned activities, I acknowledge and agree:

I agree to release and hold harmless C-RAD and all of their affiliated organizations, divisions, and related companies, and all of its insurance carriers, agents, employees, volunteers, representatives, contractors, lessors, landowners, assignees, members, managers, officers, owners, and directors from any and all liability and/or claims for injury or death or damage to property or person arising in any way from any C-RAD activity. I further release all existing claims and rights that I may now have against C-RAD, including those which I am not aware.

### **Activities**

C-RAD activities include, but are not limited to, skiing; snowboarding; splitboarding; telemark skiing; skinning; nordic skiing; walking; hiking; snowshoeing; renting, using, or buying equipment; camping; working with animals, avalanche recognition; search and rescue education; instruction and training and other activities such as hiking, mountaineering; avalanche control operations; excavating snow for rescue and snow profile practice; travel during or to and from activities on touring skis, snowshoes, splitboards, snowmobiles or by other means, on all types of terrain including steep and/or technical terrain; socializing and engaging in other recreational activities; transportation in vans, planes, helicopters, buses, snowmobiles and other vehicles to and from activities (collectively referred to in this Release as “activities”).

### **Risks**

I acknowledge that any activities at C-RAD involve both known and unknown risks. The known risks include, but are not limited to: falling; improper use of equipment; slipping; natural and manmade hazards; uneven and/or slippery surfaces; collisions with natural objects; collisions with manmade objects; collisions with other people; falling objects; my condition; surface and subsurface snow conditions; bumps; moguls; jumps; ski jumping; ice; variations in terrain; extreme terrain; cliffs; downed timber; stumps; plants and trees; tree wells; forest growth; saplings; downed trees; brush; thin snow cover; rocks; debris; marked and unmarked obstacles; terrain park features and elements; poor visibility; equipment failure (such as, but not limited to, broken equipment, damaged equipment, improper equipment, improperly maintained equipment, improperly set equipment, equipment releasing, equipment not releasing, equipment not functioning, equipment not deploying, equipment not working as designed); encounters with snowmobiles and/or other vehicles; vehicular accidents; lift loading, unloading, misloading, entanglement, riding, or falls from lift; and riding; adverse weather; avalanches; snow immersion; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration;

hypothermia; high elevation; altitude sickness; frostbite; contraction of infectious disease(s); camping; campfires; criminal activity; other trauma or medical conditions including death; and negligence of others.

### **Additional Provisions**

I understand that the description of risks above is not complete and that the activities may be dangerous and include other risks. I voluntarily assume all risks of injury and/or death.

I understand that many of the activities will take place in a remote wilderness location. I acknowledge that I am ultimately responsible for determining whether it is safe for me to participate in the activities. And I understand that C-RAD will not be responsible for any of the actions of any affiliated organizations, insurance carriers, agents, employees, volunteers, contractors, landowners, members, managers, officers, or directors.

I agree to obey all instructions from C-RAD. I agree that I will not do any activities that are beyond my abilities. I acknowledge that I have the physical dexterity, ability, and knowledge to engage in the activities. I agree to visually inspect the area before engaging in any activities. I agree to wear and use appropriate safety equipment, including but not limited to head protection, sufficient clothing, eye protection, avalanche transceiver, shovel, and probe.

I understand that as a participant in the activities, I may be recorded on film, video, or other recording media. I consent to such recording and to the use by C-RAD of any recorded images or other media recordings of my name and likeness obtained while I am participating in the activities (“A-V Recordings”), without compensation to me, for any purpose related to furtherance of the objectives of C-RAD, including, but not limited to, use in C-RAD media properties such as its newsletters, social media and websites.

I authorize C-RAD to call for medical care and/or transport me if in the opinion of its personnel such care is needed, and I will pay all costs associated with medical care and related transport, and fully release, defend, and indemnify C-RAD for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including, but not limited to, claims regarding failure to provide medical care and/or transport). I further understand that as the activities take place in a remote wilderness location, access to transport and medical care will take significantly longer than they would at a ski area with chairlifts.

I agree that this Release covers all past and future activities, each time I participate in any C-RAD activity, without requiring me to sign another Release for each new event or activity.

By signing this, I represent that I am at least 18 years of age, or that my parent or legal guardian is also signing this release along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.

If I am signing as the parent or guardian, I agree that I am signing this on behalf of the minor. I further agree that both I and the minor are bound by all the terms of this Release, and both I and the minor are considered “I,” “me,” and “my” in all the clauses of this Release.

I will attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator. I agree that I will be personally liable for and will pay all reasonable attorneys’ fees and costs incurred by C-RAD in defending any lawsuits or claims covered by this Release

or any activity of mine with C-RAD. I agree that under no circumstances will C-RAD ever be responsible for any of my attorneys' fees.

I agree that any and all claims for injury or death against C-RAD or related to this Release in any way shall be governed by Colorado law, and the exclusive jurisdiction of any such claim shall be in the Summit County, Colorado District or County Court.

This Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable. I agree that this Release shall be binding upon my assignees, subrogors, heirs, next of kin, executors, and personal representatives. And, I agree that they cannot bring any claim or action against C-RAD, and in such circumstances they are also considered "I," "me," and "my" in all the clauses of this Release.

If I am volunteering my time or services for C-RAD, I acknowledge that this does not constitute employment for purposes of the "Workers' Compensation Act of Colorado" and that I am not entitled to benefits pursuant to said act.

I agree to fully defend, indemnify, and hold harmless C-RAD from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.

**I agree to not sue or bring any claim against C-RAD on any basis, including but not limited to, claims of negligence, negligence per se, premises liability, wrongful death, or breach of warranty. I understand that this Release includes a release of all claims even if they involve statutory violations or the negligent action or inactions of C-RAD.**

**I have carefully read, understand, and voluntarily sign this Release and acknowledge that it shall be effective and binding upon me, my children, spouse and other family members, and my heirs, executors, representatives, subrogors, and estate.**

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SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF PARTICIPANT