

Waiver and Release From Liability
FROSTY PINES WILDERNESS EDUCATION PROGRAM

The following is a Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement, & Parental Consent

Agreement (if applicable) (“Release”), which I enter into in consideration of my participation in this Frosty Pines Wilderness Education Program on this _____(day(s)), _____(month), of the _____(year).

I enter into this for myself (the undersigned), my personal representatives, assigns, heirs and next of kin. I enter into this Release for the minor child(ren) below, as applicable.

1. I am aware that outdoor recreational activities including those that are a part of this Wilderness Education Program can be hazardous and can cause injury, damage or death and unforeseeable risks including, but not limited to: snake bites, drowning, sprains or broken limbs while walking, hiking and wading on river/lake shores, wild animal encounters, domesticated cattle encounters, or any other unforeseeable acts of nature such as lightning strikes. I accept full responsibility and liability and assume all risks for any losses and damages incurred as a result of my participation in the Wilderness Education Program.

2. In consideration for my participation in this Wilderness Education Program, I agree to assume all risks of injury, loss of life and damage to persons and property during such activity(ies), including, but not limited to damage caused by the starting of unsupervised fires, or injury to another participant caused by negligence or recklessness on my part and hereby release, discharge and hold harmless Frosty Pines Wilderness Education Program and all of the foregoing entities’ agents, employees, officers, directors, volunteers, sponsors, advertisers, successors and assigns from all liabilities, claims, demands, causes of action, costs, losses, expenses or compensation of whatever nature for loss, damage or injuries to persons and/or property sustained by me, my heirs, personal representatives, successors and assigns and all other persons resulting from or in any way connected with the Wilderness Education Program or its agents whether directly or indirectly caused or contributed to said injury, loss of life or damage to persons or property by their negligent acts, gross negligence or recklessness including but not limited to injury, death or damage to person or property, including consequential damages, occurring as a result of first aid, treatment or service rendered to me as a result in my participation in the activity set forth above, regardless of cause, including but not limited to injury, death, or damage caused by the negligence of Frosty Pines Wilderness Education Program. I agree to indemnify and reimburse Frosty Pines Wilderness Education Program for all damages, costs and attorney’s fees in defending any action arising in any way from my participation in this Wilderness Education Program.

3. I Release, Discharge and Covenant Not to Sue all of those entities named in this agreement from all liability, claims, demands, or loses or any other damages resulting from or associated with my participation in the Wilderness Education Program. I agree that if, despite this agreement and covenant not to sue, I or any other person or entity makes a claim against any of said entities, I will indemnify, save and hold harmless each of said entities/individuals from any liabilities, damages, litigation expenses, attorney’s fees, costs or any other damage or cost incurred as a result of said claim.

4. I represent and warrant that I am in proper physical condition to participate in this Wilderness Education Program and that I am a sufficiently competent to navigate and manage the Program conditions on the day(s) of this Wilderness Education Program including any walking, hiking, wading, or other conditions that I may encounter, whether foreseeable or unforeseeable. I represent that any of my own equipment that I may use in this Program, including but not limited to fishing gear or other personal items are in sound operating condition. I also agree that, I will, at all times during the Wilderness Education Program strictly comply with all safety and other rules as expressed by my Frosty Pines Wilderness Education Program Guide, educator and/or volunteers.

5. If I am signing on behalf of a minor, I accept any and all responsibility associated with the minor child’s participation in the Wilderness Education Program. Such responsibility shall include but not be limited to any damages arising from or associated with the minor’s participation.

6. As a participant in the Wilderness Education Program, I agree to review the information provided, to follow the rules, regulations and procedures as outlined by my Guide, educator, volunteer or communicated to me at any time prior to and on the day(s) of the Wilderness Education Program.

7. Frosty Pines Wilderness Education Program, reserves the right to remove any participant in the Wilderness Education Program if Frosty Pines Wilderness Education Program, by and through its representatives, agents or volunteers, in its sole discretion, determines that said participant is endangering himself/herself and/or other participants, or failing to comply with any of the rules, regulations and/or procedures applicable to the Wilderness Education Program. Such may include that the participant(s) is in such health as to be unable to safely complete the Wilderness Education Program activities.

8. Any legal action brought as a result of or arising from my participation (or the minor child’s participation) in the Frosty Pines Wilderness Education Program, shall be brought in La Plata County, Colorado and shall be governed by the laws of the State of Colorado.

9. The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof.

_____ Dated: _____
Signature of Participant (non-minor)

_____ Dated: _____

Signature of Parent/Guardian if
Participant is Under 18 years of Age

For the following minor(s): 1. _____

2. _____