

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of KENT MOUNTAIN ADVENTURE CENTER, INC., a Colorado corporation (hereinafter referred to as "**KMAC**"), and being permitted to enter upon and receive such services on real property owned, operated and/or managed by CHELEY COLORADO CAMPS, LLC, a Colorado limited liability company and CHELEY LAND, LLC, a Colorado limited liability company (collectively referred to as "**CHELEY**"), I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, agree to release, indemnify and discharge KMAC and CHELEY, and their respective affiliates, parent entities, members, agents, owners, officers, directors, managers, volunteers, participants, employees, predecessors, successors and all other persons or entities acting in any capacity on their behalf, as follows:

1. I acknowledge that my participation in hiking, backpacking, river trips, rock climbing, cliff camping, snow shoeing, skiing, ice climbing, winter climbing and camping, ropes course, via ferrata and other outdoor adventure-based activities, including accessing and engaging in any such activities on or across CHELEY's property, entails known and unanticipated Risks, as defined below, 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 (the "Risks") include, among other things: weather conditions; hazards of uneven terrain and/or snow covered terrain; head injuries; slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, (heat related illness), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; rope burns; pinches, scrapes, twists and jolts, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; being struck by rock fall or other objects dislodged or thrown from above; equipment failure; and improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; accidents and illness can occur in remote places without medical facilities and emergency treatment or other services rendered; the consumption of food and drink; the condition of any property (including the CHELEY property), trails, roads, terrain, or highways and accidents connected with their use, the negligence of other operators of motor vehicles or myself, and collision with fixed or movable objects, and other risks, hazards, and dangers inherent in and integral to outdoor activities in wilderness environments and mountainous terrain.

_____ please initial

Furthermore, I acknowledge that KMAC employees have difficult jobs 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, or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

_____ please initial

2. I expressly agree and promise to accept and assume all Risks existing in this activity, including in connection with accessing the areas where any such activity takes place. My participation in accessing and engaging in this activity is purely voluntary, and I elect to participate in spite of the Risks.

_____ please initial

3. I, to the maximum extent allowed by the laws of the State of Colorado, hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KMAC and CHELEY from any and all claims, liabilities, demands, causes of action, costs, expenses, attorney's fees, and damages of any kind or nature, whether foreseen or unforeseen ("**Claims**"), which are in any way connected with my participation in this activity, my travel and access upon and across property to engage in such activity, and my use of KMAC's and/or CHELEY's equipment, property, or facilities, **including any such Claims which allege negligent acts or omissions of KMAC or CHELEY.** I understand that ordinary negligence includes failure on the part of KMAC or CHELEY to take reasonable steps to safeguard or protect me from the risks, dangers, and hazards of the activity. This release is intended to be a comprehensive release of liability, but is not intended to assert defenses that are prohibited by law.

_____ please initial

4. Should KMAC, CHELEY, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify, defend, and hold them harmless for all such fees and costs.

_____ please initial

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or accessing the activities described herein, 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.

_____ please initial

6. I, to the maximum extent allowed by the laws of the State of Colorado, for myself, my heirs, my successors, executors and subrogors, further agree not to sue or threaten to sue KMAC and/or CHELEY, as a result of any physical or emotional injury, paralysis, death, or damage suffered while participating or accessing the activities described herein. This release is intended to be a comprehensive release of liability, but is not intended to assert defenses which are prohibited by law.

_____ please initial

7. Notwithstanding the foregoing, I acknowledge and agree that this agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflict of law rules thereof; and the exclusive venue for any action brought with respect hereto shall lie in the state court for Larimer County, Colorado or, if applicable, the United States District Court for the district in which the land is located, without regard to conflicts in law. 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.

_____ please initial

8. I acknowledge that access through and across private property has been granted by permission of KMAC and/or CHELEY consistent with the Colorado Recreational Use Statute, C.R.S. §§ 33-41-101, *et seq.*, as it may be amended from time to time.

_____ please initial

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

I, TO THE MAXIMUM EXTENT ALLOWED BY THE LAWS OF THE STATE OF COLORADO, HAVE CAREFULLY READ, UNDERSTOOD AND VOLUNTARILY SIGN THIS AGREEMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, ANY MINOR, AND OUR FAMILY, HEIRS, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THE REMAINDER OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AND USE OF ANY EQUIPMENT RELATED THERETO WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF MENTAL OR PHYSICAL INJURY, PARALYSIS, AND/OR DEATH. I HAVE NOT RELIED ON ANY WRITTEN OR ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS OTHER THAN THOSE IN THIS AGREEMENT. ANY QUESTION I HAD CONCERNING THE ACTIVITIES AND RISKS HAS BEEN ANSWERED TO MY SATISFACTION BY KMAC AND CHELEY.

Signature of Participant: _____

Print Name: _____ Date: _____

Address: _____ City: _____

State: _____, Zip: _____ Phone: _____

**PARENTS 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 KMAC to participate in its activities and to use its equipment and facilities, I, in accordance with C.R.S. § 13-22-107, agree to all of the terms set out above, specifically including all of the Risks as described and the terms of release and assumption of Risks, on my own behalf and on behalf of the above-described Minor and I further agree to indemnify, defend, and hold harmless KMAC and CHELEY from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature: _____

Print Name: _____

Date: _____