

# WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

**WAIVER:** In consideration of permission to participate in Golden Bell Camp and Conference Center (hereafter referred to as GBCCC) activities that may be hazardous or otherwise involve a risk of physical injury or death to participants, I **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** arising from activities including but not limited to, hiking, swimming, cycling, climbing, challenge course elements, disc golf, indoor recreational activities, boating, fishing, archery, and shooting range (collectively “Activities”). I, on behalf of myself, my heirs, personal representatives, or assigns, **DO HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE GBCCC**, its directors, employees, volunteers, independent contractors, and agents from liability arising from or relating in any way to my voluntary participation in the above activities and all claims resulting from the damage to, loss of, or theft of personal property.

**ASSUMPTION OF RISK:** GBCCC activities, by nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. GBCCC activities involve exertions of strength and can involve stress on the cardiovascular system. The use of activity implements can cause harm even when used properly. Specific risk associated with listed activities can range from 1) minor injuries such as scratches, splinters, bruises, and sprains to 2) major injuries such as concussions, broken bones, and heart attacks to 3) catastrophic injuries including paralysis and death.

I also hereby grant permission to GBCCC the right to use, reproduce, and/or distribute photographs, films, video-tapes, and sound recordings of me and/or my child(ren), without compensation or approval rights, for use in materials created for purposes of promoting the activities of GBCCC.

**GBCCC IS NOT RESPONSIBLE FOR LOST, STOLEN OR DAMAGED ITEMS.** Any item found will be kept for no more than two weeks. GBCCC will not be responsible for returning items.

**INDEMNIFICATION AND HOLD HARMLESS:** I further agree to **HOLD HARMLESS AND INDEMNIFY GBCCC** or any of the aforementioned parties, from all claims resulting from my negligence and to reimburse them for any expenses incurred as a result of my involvement at GBCCC’s activities. I further agree to pay all costs and attorneys’ fees incurred by GBCCC in investigating and defending a claim or suit if my claim is withdrawn.

**HEALTH DISCLOSURE AND CONSENT:** I, the undersigned, agree to disclose relevant health risks (including but not limited to, heart conditions, seizures, pregnancy, recent surgeries, sprains and/or broken bones) to GBCCC activity facilitators prior to participation in any activity on or off the property grounds. I further consent, should I become unresponsive, to allow trained GBCCC staff to perform First Aid, CPR, and/or arrange emergency support and/or transportation, as deemed necessary.

**ARBITRATION AND LEGAL VENUE:** I understand that all claims and disputes arising under or relating to this agreement are to be settled by binding arbitration in the state of Colorado in Teller County. Additionally, the arbiter must be mutually agreed upon by all parties involved.

**SEVERABILITY:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I have read the previous paragraphs and **I KNOW THE NATURE OF THE ACTIVITIES** at GBCCC and **I UNDERSTAND THE DEMANDS** of those activities relative to my physical condition and skill level, and **I APPRECIATE THE TYPES OF INJURIES** that may occur as a result of activities made possible by GBCCC. **I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.**

**ACKNOWLEDGMENT OF UNDERSTANDING:** I HAVE READ THIS WAIVER of liability and indemnification agreement and fully understand its terms. **I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE.** I acknowledge that I am signing the agreement freely and voluntarily, **AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY** to the greatest extent allowed by law in the State of Colorado.

			
<i>Date</i>	<i>Print Name</i>	<i>Signature</i>	<i>Group or Camp Name</i>

**CONSENT AND RELEASE ON BEHALF OF MINOR BY PARENT/GUARDIAN**  
*(If participant is under the age of 18)*

**AND I, THE MINOR’S PARENT AND/OR LEGAL GUARDIAN**, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby **RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS GBCCC**, its directors, employees, volunteers, independent contractors, and agents from all liability, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of GBCCC and its aforementioned parties.

**I GIVE PERMISSION FOR MY CHILD TO PARTICIPATE IN ALL ON- OR OFF-SITE CAMP ACTIVITIES** (including transportation), to be provided routine health care, and to be given medication authorized by my child’s health care provider or the licensed medical provider selected by GBCCC. **I GIVE PERMISSION TO THE PHYSICIAN SELECTED BY GBCCC** to order x-rays, routine tests, and treatment for the health of my child. **IF I CANNOT BE REACHED IN AN EMERGENCY**, I give permission to the physician selected by GBCCC to hospitalize, secure proper treatment for, and order injection, anesthesia, or surgery for my child.

**INDEMNIFICATION AND HOLD HARMLESS:** I further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against GBCCC, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS GBCCC**, its directors, employees, volunteers, independent contractors, and agents from any litigation expenses, attorney fees, loss liability, damage, or cost any release may incur as the result of any such claim.

**ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS WAIVER** of liability and indemnification agreement and fully understand its terms. I understand that by signing it **I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE, INCLUDING THE RIGHT TO SUE.** I acknowledge that I am signing the agreement freely and voluntarily, **AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY** for the above-mentioned minor to the greatest extent allowed by law in the State of Colorado.

<hr style="border: 2px solid black;"/> <i>Parent/Guardian Name</i>	<hr style="border: 2px solid black;"/> <i>Parent/Guardian Signature</i>	<hr style="border: 2px solid black;"/> <i>Date</i>
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<hr style="border: 2px solid black;"/> <i>Minor Name</i>	<hr style="border: 2px solid black;"/> <i>Minor Signature</i>	<hr style="border: 2px solid black;"/> <i>Date</i>
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<hr style="border: 2px solid black;"/> <i>Woodland Park Middle School</i> <i>Group or Camp Name</i>
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**\*THE PARENT/GUARDIAN MUST PRINT AND SIGN THEIR NAME ON BOTH THE FIRST PAGE AND SECOND PAGE OF THIS WAIVER.**

