

# Trip/Instruction Agreement/Waiver

Name \_\_\_\_\_ Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Age \_\_\_\_\_ Date \_\_\_\_\_

In consideration of Boulder Outdoor Center, Inc., their owners, officers, agents, servants, employees, and lessors, hereinafter referred to as "Corporation" allowing \_\_\_\_\_, hereinafter referred to as "participant", to utilize the facilities and participate in the activities of Corporation, it is agreed that:

## 1. Assumption of Risk

The participant knows and understands the scope, nature and extent of the risks in the activities contemplated by this agreement and voluntarily and freely chooses to incur such risks.

## 2. Exemption from Liability

Participant exempts and releases the Corporation from action whatsoever arising out of any damage, loss or injury to the participant or the participant's property while upon the premises or using any equipment of the corporation or while participating in any of the activities contemplated by this agreement, whether such loss, damage or injury results from the negligence of the corporation or from some other cause.

## 3. Covenant Not to Sue

Participant agrees never to institute any suit or action at law or otherwise against Corporation nor to institute or in any way assist the prosecution of any claim for damages or course of action which the participant, the participant's heirs, executors or administrators may have by reason of injury to the person of the participant or to the participant's property arising from the activities contemplated by this agreement.

## 4. Indemnity Against Third Party Claims

Participant will indemnify, save and hold harmless the Corporation from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities of the participant while engaged in the activities contemplated by this agreement.

## 5. Continuation of Obligations

Participant agrees and acknowledges that the terms and conditions of the foregoing assumption of risk and third party claims shall continue in full force at all times during which the participant participates, either directly or indirectly in the activities of the Corporation and shall be binding upon the heirs, executors and administration of said participant or his estate.

## 6. Representations and Warranties

The participant represents and warrants that he or she has no physical infirmity, except those listed below, is not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and has never been treated for any of the following: cardiac or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure.

List of Infirmities: \_\_\_\_\_ List of any Medications being taken: \_\_\_\_\_

## 7. Photographic Release

Participant hereby is permitted and agrees to permit any other person the right to photographic film records of this trip/clinic/rental without recourse.

Participant hereby acknowledges that he or she has read all of the provisions above, fully understands the terms and conditions expressed there, and has freely chosen acceptance of the provisions of the foregoing paragraphs relating to assumption of risk, exemption from liability, covenant not to sue, indemnity against third party claims, and continuation of obligations.

Signature of Participant: \_\_\_\_\_

# Under Age Form

## For Individuals Under the Age of 18 Years

After reading and fully understanding the foregoing agreement, I/We \_\_\_\_\_,  
(Father, Mother, Guardian) of the above named participant, a minor, allow participant to participate  
actively in \_\_\_\_\_ and agree to appropriate provisions contained in the  
agreement.

I/We sign as my/our own free act.

Signature of Father, Mother, Guardian \_\_\_\_\_