



## TEENS, Inc.: Acknowledgment and Assumption of Risks & Release and Indemnity Agreement

*For the Participant and the Parent or Legal Guardian of a Minor Participant*

### INTRODUCTION:

Please read this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "Document") carefully before signing. Participants 13 yrs. of age or older must sign this Document. If the participant is a minor (minors are those under 18 years of age; hereafter sometimes "minor" or "child"), one of the participant's parents or legal guardians (collectively referred to in this Document as "parent") must also sign. In consideration of the services of TEENS, Inc., a non-profit organization, and its officers, directors, employees (including faculty and other staff), agents, representatives, physician advisors, volunteers, independent contractors and all other persons or entities associated with it (individually and collectively referred to in this Document as "TEENS, Inc."), I (participant and/or parent of a minor participant) acknowledge and agree as follows:

TEENS, Inc., contracts with individuals or organizations that are independent contractors (not its employees or agents) to provide some of the services and activities participant may engage in. TEENS, Inc. does not supervise or control these contractors and is not legally liable or responsible for their conduct. In addition, activities may take place at facilities or on premises not owned by, or associated or affiliated with TEENS, Inc. TEENS, Inc. does not oversee, supervise, or take responsibility for any aspect or condition of these independent services, activities, facilities or premises.

**NOTE:** Participants who participate in youth employment may engage in activities that cause injury, damage, death or other loss outside the scope of protections and benefits afforded to youth employees under applicable workers' compensation laws. This Document will not affect the protections and benefits afforded to a participant under applicable workers' compensation laws for injuries, death or other loss occurring to the participant arising out of and in the course of his or her employment with TEENS, Inc.

### ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating (whether simply attending, observing or actively participating) in TEENS, Inc. year around educational, instructional, recreational and/or adventure activities includes risks. These activities, including but not limited to those associated with TEENS, Inc. youth/teen programs or day camp, youth employment or Chinook West High School, can take place on or off TEENS, Inc. premises in Colorado or in other locations in the United States. Activities (which may be provided or led by TEENS, Inc. staff, volunteers, contractors or others) may include, but are not limited to: hiking and peak ascents; backpacking; rock climbing or bouldering (indoors or outdoors on artificial surfaces or natural rock); camping; horseback riding; whitewater rafting, canoeing, kayaking or other boating; swimming; bike riding; downhill or cross country skiing; snowshoeing; sledding; skateboarding; woodworking; ropes or challenge course activities; athletic conditioning including use of weights or weight room activities; athletic sports and/or games; physical education classes; open gym access; socializing; trips to museums, amusement parks, backcountry huts or other facilities; community service and work projects involving weed or plant removal, tree planting, erosion control, trail building, youth leadership or other activities; outdoor cooking or other chores; participant's responsibilities related to these activities or otherwise; use of any other equipment, facilities or premises; and travel on chairlifts or other means or in airplanes, vans, buses or other vehicles to and from activities or otherwise (collectively referred to in this Document as "activities"). These activities may be day or multi-day, mandatory or optional, scheduled or unscheduled, supervised or unsupervised, occur as independent opportunities and include activities undertaken during participant's free and/or independent time. I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as "risks") of these activities can cause injury, damage, death or other loss to participant or others. The parent gives permission for their child to participate in all activities and agrees to discuss the nature of these activities and risks with their child. The following describes some, but not all of the risks:

**Risks present in an outdoor or wilderness environment.** These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Participants' travel may be subject to storms, including lightning, strong winds, rain or snow; fast moving rivers or other water bodies; difficult stream crossings; currents or whitewater; flashfloods; falling or unstable rocks; avalanches; extremely hot (geothermal) or cold weather or water; falling or fallen timber; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; wild animals and other natural or man-made hazards. Land/water hazards may not be marked or visible and weather is always unpredictable.

**Risks involved in judgment and decision making.** These risks include the risk that the participant or a co-participant, TEENS, Inc. staff member, contractor, volunteer or other person may misjudge the participant's (or others) capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water conditions or water level, or route location. This includes the participant's judgment in managing his or her own health issues, including any responsibility for self-medication.

**Personal health and participation risks.** The risk that participant's mental, physical or emotional condition (including use or abuse of prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these activities could result in injury, damage, death or other loss. Although TEENS, Inc. staff may review participant's submitted health information, TEENS, Inc. cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition.

**Community service and work project risks.** These risks include those associated with activities such as building, digging, lifting, painting, construction, trail repair and maintenance and clean-up projects. Projects may include the use of tools and equipment (i.e. drills, saws, power tools, axes, pulaskies, ladders) that can cause injury resulting from use, misuse or malfunction.

**Risks associated with any outdoor or athletic activity.** These risks include the risk that a participant may overestimate his/her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks or trees or encounter other water/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control his/her speed or experience equipment malfunction.

**Equine risks.** Riding or dealing in any way with horses or other equines (collectively "horses") includes risks. Horses are always unpredictable and without warning, can kick, bite, stomp, rear, bolt, fall and react to the environment, movements, noise, vehicles, people, other animals or objects. Horseback riding can involve equipment that may break, saddles that may slip and other riders who may not control their animals. **WARNING: Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.**

**Climbing risks.** Risks include the possibility of slipping and falling partway or to the ground; belayer or lead climber inattention or error; rope burns; pinches; jolts; falling rock; losing grip on the rock and impacting the rock face, objects or people.

**Rafting or other boating and swimming risks.** These risks include potential water obstacles or hazards such as rapids, boulders, trees, fences, waterfalls, holes, reversals; slipping on wet rocks or jumping off rocks into the water; falling overboard; impacting the bottom of a river or other water body; being swept into a river current or experiencing a boat capsize or collision.

**Risks connected with geographic location.** Activities may take place in remote places, several hours or days from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Although TEENS, Inc. staff, contractors or others may have wireless communication devices (including cell or SAT phones) while conducting programs both on and off TEENS, Inc. grounds, use of these devices in outdoor, mountainous and/or wilderness terrain or in other locations is unreliable and inconsistent.

**Risks associated with premises.** An indoor climbing wall, a foam pit and other recreational facilities, as well as ruts, slippery walkways, uneven ground or other conditions exist in and around the TEENS, Inc. grounds or other premises.

**Equipment risks.** The risk that equipment used in an activity may be difficult to use, misused, or may break, fail or malfunction. This includes participant's personal equipment, TEENS, Inc. equipment or any other equipment (whether purchased, borrowed or rented). Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with their parent, for choosing appropriate equipment and for the fit and condition of their equipment. If participant is using safety gear, such gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

**Cooking and camping risks.** Risks include gas explosion, scalding or other burns associated with tending, being near, or cooking over a gas stove or open fire, and water contamination in natural water sources. Camp sites may be subject to high winds, falling trees and/or branches, floods, wild animal invasion, or other hazards. All water may be contaminated and should be disinfected, filtered or boiled before use.

**Free time risks.** Participants will have free and/or independent unsupervised time before, during and after the start of activities and at various other times. Unsupervised time may include free or independent time alone or with others and brief periods of time, stationary and alone in the field (solos). Participants will not be directly supervised or watched during nighttime sleeping hours. During both supervised and unsupervised activities, all participants share in the responsibility for their own well-being and that of the group.

**Risks regarding conduct.** The potential that participant, co-participants or third parties may act carelessly or recklessly.

**These and other risks may result in participants:** falling partway or falling to the ground; being struck; colliding with or impacting objects, people, the rock face or the bottom of a river or other water body; experiencing vehicle or boat collision, capsize or rollover; getting caught or entangled in objects above or below water; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, cuts or wounds or other injury, damage, death or loss.

**I (participant and/or parent of a minor participant) agree:**

- to review all TEENS, Inc. information received, complete all required forms, and abide by the terms of those forms and all rules/policies;
- TEENS, Inc. representatives are, and have been available should I have further questions about the activities or associated risks;
- to disclose to TEENS, Inc. representatives any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate, and represent that participant is fully capable of participating without causing harm to himself/herself or others;
- the information provided above is not exhaustive, other unknown or unanticipated activities, risks, and outcomes may exist, and TEENS, Inc. cannot assure participant's safety or eliminate any of these risks;
- **Participant is voluntarily participating with knowledge of the risks. Therefore, participant and his/her parent assume and accept full responsibility for participant, for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and his/her parent), resulting from those risks, including the risk of participant's own negligence or other misconduct (outside the scope of protections and benefits afforded to a youth employee under applicable workers' compensation laws).**

**RELEASE AND INDEMNITY AGREEMENT:**

**Please read carefully.** This Release and Indemnity Agreement contains a surrender of certain legal rights. Some federal land agencies may restrict service providers from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit on some federal lands. **Therefore, except to the extent a court determines these federal restrictions apply to TEENS, Inc. as a matter of law, I (adult participant, or parent for myself and for and on behalf of my participating minor child), agree as follows:**

1) **to release and agree not to sue TEENS, Inc., with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises (which claim/s fall outside the protections and benefits afforded to a youth employee under applicable workers' compensation laws). I understand I agree here to waive all claim/s I or my child may have against TEENS, Inc., bind my/my child's estate and any family member/heir/other party bringing claim/s, and agree that neither I, my child nor anyone acting on my or my child's behalf, will make a claim against TEENS, Inc. as a result of any injury, damage, death or other loss suffered by me or my child;**

2) **to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **TEENS, Inc.**, with respect to any and all claim/s brought by or on behalf of me, my participating child, spouse or other family member/s, my/my child's heir/s or estate, a co-participant or any other person for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises (which claim/s fall outside the protections and benefits afforded to a youth employee under applicable workers' compensation laws).

**This Release and Indemnity Agreement includes claim/s of or resulting from TEENS, Inc.'s negligence (but not its gross negligence or willful and wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.**

**OTHER PROVISIONS:**

**I (participant and/or parent of a minor participant) agree:**

- Colorado substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute I or my child have with TEENS, Inc. and all other aspects of our respective relationships with TEENS, Inc., and agree that any mediation, suit or other proceeding must be filed or entered into only in Boulder County, Colorado. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator;
- I authorize TEENS, Inc. staff, representatives, contractors or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility and to provide treatment they consider necessary for participant's health, and will pay all associated costs. I agree to the release (to or by TEENS, Inc.) of any medical records necessary for treatment, referral, billing or insurance purposes;
- Teens, Inc. reserves the right to dismiss any participant from a trip or other activity that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the activity. Use of illegal drugs, tobacco products or alcohol, or disregarding rules are examples of conduct that Teens, Inc. considers detrimental, and that can lead to early dismissal. If participant is dismissed or departs for any reason, participant (and his/her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise, including but not limited to medical evacuation costs.
- I authorize TEENS, Inc., or parties they designate, to take photos or other images, audio or video recordings and/or statements, of me/my child, without compensation, and use these materials, including for broadcast, sale, reproduction or display on the internet or via other media, in catalogues or other materials, or for any promotional, educational or other use. These materials are the sole property of TEENS, Inc.;
- this Document is effective in regard to participant's enrollment or participation in all activities from the date signed until a subsequent TEENS, Inc. Acknowledgment and Assumption of Risks & Release and Indemnity Agreement is signed by the participant and/or his or her parent, and shall remain in full force and effect for all activities completed by participant up until that point.
- **this Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

**Participant and/or parent each agree:** I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and parent's/participant's other family members, heirs, executors, representatives, subrogors and estate. *The participant 13 yrs. of age or older must sign below. If the participant is a minor (those under 18 yrs. of age), the participant's parent must also sign below.*

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Participant Signature (Parent print name of minor under 13 yrs. of age)      /Date      /Participant birthdate      /Print name here

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Parent or Guardian Signature      /Date      /Print name here