

LIVING JOURNEYS

Assumption of Risk, Release of Liability, and Hold Harmless Agreement (Agreement)

READ THIS DOCUMENT BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN RIGHTS

The person who is participating in the Activity, as defined below, shall be referred to as "Participant." The "Undersigned" shall mean the Participant when the Participant is 18 years or older OR it means the Participant and the Participant's parent or legal guardian when the Participant is under 18 years old. "Released Parties" means Living Journeys, a Colorado nonprofit corporation, its directors, officers, employees, volunteers, members, agents, representatives, successors and assigns. The "Activity" means participating in Living Journeys' Youth Group

THE UNDERSIGNED AGREE, UNDERSTAND and ACKNOWLEDGE that taking part in the Activity can be physically demanding, performed at high elevations, and can be HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH. THE UNDERSIGNED AKCNOWLEDGE that the Activity is dangerous and fully realize the dangers of participating in the Activity. The risks and dangers include, but are not limited to, falling, drowning, dehydration, exhaustion, hypothermia, high altitude, altitude sickness, sun and heat stroke, uneven and possible slick surfaces, rugged and mountainous terrain, natural obstacles, certain plants which contact with may cause itching, burning, blisters and other symptoms, exposure and contact with insects, snakes, ticks, mice, bears and other wild animals and health or medical conditions as a result of such contact, adverse and unpredictable weather, limited access to and/or delay of medical attention, frostbite, mental distress due to any of the foregoing, and negligence of others. THE UNDERSIGNED UNDERSTAND AND ACKNOWLEDGE THAT THE LIST OF FOREGOING RISKS IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS. The Undersigned certify that the Undersigned is healthy and fit and have no medical conditions which would preclude the Undersigned's participation in the Activity.

In consideration of the Participant's being permitted to participate in the Activity, the Undersigned agree as follows:

Assumption of Risk: The Undersigned hereby agree and understand that there are risks and dangers associated with the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including but not limited to the acts, omissions, representations and negligence of the Released Parties. By signing this document, the Undersigned acknowledge and recognize that property loss, damage, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY AND EXPRESSLY ASSUME ANY AND ALL RISKS AND DANGERS OF PARTICIPATION IN THE ACTIVITY, WHETHER KNOWN OR UNKNOWN, WHETHER OR NOT DESCRIBED ABOVE, INHERENT OR OTHERWISE.

Indemnification: THE UNDERSIGNED EXPRESSLY AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL SUITS, CLAIMS OR DEMANDS WHATSOEVER NOW OR IN THE FUTURE, AND FROM ANY AND ALL LIABILITY, COST, OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, including legal fees and expenses, whether or not in litigation, arising out of or related to the Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

Release: The UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whatsoever whether known or unknown, which the Undersigned have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including but not limited to claims of negligence, breach of contract or breach of warranty. By signing hereunder, the UNDERSIGNED ACKNOWLEDGE AND AGREE THAT THE UNDERSIGNED IS RELEASING ANY AND ALL RIGHTS THE UNDERSIGNED MAY HAVE TO MAKE A CLAIM OR FILE LAWSUIT AGAINST THE RELEASED PARTIES AS A RESULT OF THE UNDERSIGNED'S PARTICIPATION IN THE ACTIVITY, or any activities incidental thereto, including the photo release, medical release and transportation permission hereunder, however the same may occur.

In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/ she is also signing this Agreement on behalf of the minor, and that the minor shall be bound by all the terms of this Agreement. Further, by signing this Agreement as the parent or legal guardian, of a minor, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the

minor may have. By signing this Agreement without a parent or legal guardian's signature, the Participant, under penalty of perjury, represents that he/she is at least 18 years of age. The parent or legal guardian, by signing this Agreement as the parent or legal guardian of the Participant, represents that he/she is the parent or legal guardian of the Participant.

This Agreement shall be binding to the fullest extent of the law and constitutes the entire agreement between the parties hereto. If any part of this Agreement is found to be unenforceable, the remaining terms shall survive and shall be enforceable between the parties. This Agreement shall be binding upon the spouse, successors, heirs, personal representatives and executors, next of kin and heirs of the UNDERSIGNED. This Agreement shall be governed by the laws of the state of Colorado or the United States of America, and jurisdiction and venue shall be in the Combined Courts of Gunnison County, Colorado or The United States District Court of the District of Colorado.

PHOTO RELEASE:

The Undersigned agree to allow the Released Parties to use photographs including video footage taken of the Undersigned for publicity purposes on its webpage or in any other publication authorized by the Released Parties.

MEDICAL RELEASE:

The Undersigned authorizes the Released Parties and/or their authorized personnel to call for medical care for the Participant or to transport Participant to a medical facility or hospital, when in the opinion of such personnel, medical attention is needed. The Undersigned agree to pay all costs associated with such medical care and related transportation.

TRANSPORTATION:

The Undersigned authorizes and gives permission to the Released Parties to transport the Participant to any locations required for participation in the Activity.

THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING AGREEMENT, UNDERSTAND AND ACKNOWLEDGE ITS CONTENTS, AND SIGN IT VOLUNTARILY.

Participant's SIGNATURE

PRINT Participant's Name

Date

If the Participant is under 18 years of age:

PRINT Child's Name

PRINT Parent or Legal Guardian's Name

Parent/Legal Guardian's SIGNATURE

Date