

***Liability Release for Durango Mountain Camp  
Participant Agreement, Release, And Assumption Of Risk***

In consideration of the service of Durango Mountain Camp, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, including activities at facilities owned by The Colorado Timberline Academy (hereinafter collectively referred to as "DMC"), I hereby agree to release and discharge DMC, on behalf of my minor child, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. Risks: I acknowledge that my minor child's participation in outdoor adventure activities such as challenge course events, horseback riding, river kayaking, water skiing, whitewater river rafting, water sports, hiking, rock climbing, mountain bike riding, scuba diving, and camping entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to my child, my child's property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume on my minor child's behalf all the risks existing in these activities. My minor child's participation in these activities is purely voluntary, and I elect to allow my minor child to participate in spite of all risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DMC from any and all claims, demands, or causes of action, which are in any way connected with my minor child's participation in these activities or my child's use of DMC's equipment and facilities, **including any such Claims which result from negligent acts or omissions of DMC.**
4. Should DMC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to pay DMC's reasonable costs of attorneys' fees thereby expended.
5. I have been informed and am aware that DMC has in force an insurance policy to provide insurance against medical hospitalization costs only which are incurred as the result of injuries sustained by my minor child while engaging only in DMC activities for which I have completed this waiver release. I understand this coverage is secondary only to my primary medical and hospitalization insurance and will pay only those costs not paid by my own insurance coverage. I certify that my minor child has adequate insurance to cover any injury or damage my minor child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.
6. In the event that I file a lawsuit against DMC, I agree to do so solely in the state of Colorado and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. This agreement is binding upon me and upon my spouse, heirs, assigns, dependents, personal representatives, attorneys, and my estates. This agreement is also binding upon my child or children on whose behalf it is executed and upon any legal guardian thereof.

**By signing this document, I acknowledge that if anyone is hurt or property damaged during my minor child's participation in DMC activities, I may be found by a court of law to have waived my right to maintain a lawsuit against DMC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

In consideration of \_\_\_\_\_ (print camper's name) (Minor) being permitted by DMC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless DMC from any and all Claims which are brought about by, or on behalf of Minor, and which are in any way connected with such use or participating by Minor.

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_