



CHALLENGE ASPEN

Making Possibilities for Disabilities

Participant Acknowledgement of Risk and Release of Liability Form

PARTICIPANT'S PRINTED NAME

DATE

Parent or Legal Guardian (if participant is under 18 years of age or otherwise legally dependent):
I hereby warrant that I have legal authority to act on behalf of my child or ward.

PARENT/GUARDIAN PRINTED NAME

DATE

Welcome to Challenge Aspen. We, the staff of Challenge Aspen, look forward to having you, your child or your family member join us for a program experience. On these two pages, you will find important information about Challenge Aspen, our activities and the potential risks involved in participation. Please read this information carefully, ask us any questions you might have and do not sign this agreement if you do not want to be exposed to these activities and potential risks.

Challenge Aspen is a 501(c)(3) non-profit organization that has been in operation since 1994, providing recreational, educational and cultural experiences for people with cognitive and physical disabilities.

Please know that participation in Challenge Aspen activities involves risk. Providing high quality programs in a risk-managed environment is our priority, however, we cannot eliminate all risks in adventure activities such as climbing, rafting, hiking, archery, or most of the activities we offer. As with any outdoor adventure activity, they can result in injury or even in rare circumstances, death.

It is of utmost importance to us that you not engage in activities that are opposed by you, your family, or your doctor due to illness, physical or mental infirmity, or any other health/medical condition that you may have, whether diagnosed or undiagnosed.

To help us try to manage these risks it is very important that all program participants follow all directions given by Challenge Aspen staff or designated activity facilitator. Please ask questions whenever a procedure or activity is unclear to you. If a program participant currently is taking prescription medications, including medical marijuana or other alternative therapies, it is imperative that these medications be disclosed in the confidential medical form. Use of or being under the influence of alcohol or judgment-affecting drugs while participating in adventure activities is unsafe and strictly prohibited.

We believe that it is in everyone's interest that risks are disclosed, understood, and accepted prior to participation at Challenge Aspen. Whether you are the Participant or Parent/Legal Guardian, after you have reviewed all pages of this *Acknowledgement of Risk and Release of Liability Form*, and if you understand and agree with its contents, please sign and initial in the designated places on both pages.

I have read the above information

(initials)
Participant or Parent/Guardian

My signature below represents that I, as a participant, or as the parent of a minor participant, or as the legal guardian of a participant, (hereinafter, collectively, "I") have read and understand the contents of this release. In consideration for being allowed to participate in Challenge Aspen programs, and related events and/or activities, or serve as staff or volunteer for the same, I hereby understand and agree to the following:

- I understand that although Challenge Aspen has taken precautions to provide proper organization, supervision, instruction and equipment for each activity, it is impossible for Challenge Aspen to guarantee absolute safety
- I understand that I share the responsibility for safety during all activities, and I accept that responsibility. I will make my instructors aware of any questions or concerns I might have regarding safety standards, guidelines, procedures and my ability to participate in an activity.
- I understand that participation in outdoor programs involves risk. The following is a partial list of the potential risks associated with the activities at Challenge Aspen. This list does not include all inherent risks but serves to provide examples and promote an understanding of the risks, any of which could result in injury, mental stress, permanent disability, or even death.
- Complications associated with exposure to weather (including extreme cold, wet or icy conditions, heat, sun, lightning), altitude and physical exertion
- Perils and hazards arising from unintended contact with others, including participants and members of the general public
- Perils and hazards arising from unintended contact with natural features such as rocks, trees, plants, and animals, as well as man-made features such as posts and equipment
- Perils and hazards arising from equipment failure or malfunction
- Increased risk of harm due to delays in the delivery of emergency medical services in remote locations or due to reasons beyond Challenge Aspen's control.
- I understand that in addition to the risks inherent in all activities at Challenge Aspen, more specific risks accompany each type of activity. I understand that I have the right to inspect the facilities and equipment to be used, and to observe a lesson or program, and that if I believe anything is unsafe, it is my responsibility to immediately advise Challenge Aspen staff of such condition and refuse to participate.
- I assume all the foregoing risks, as well as similar unforeseen risks, and accept personal responsibility for the damages due to injury, permanent disability or death resulting from participating in any Challenge Aspen activity.
- Should I have a disagreement or dispute with Challenge Aspen about this Release, the charges, the activities, any injury I may receive or any other aspect of Challenge Aspen, I agree that any action to resolve or redress such disagreement or dispute will be brought to Pitkin County, Colorado and governed by Colorado law.

I hereby release Challenge Aspen, its successors, representatives, assigns, Board of Directors, volunteers, employees, officers and other participants from any and all claims, demands, and causes of action, whether resulting from negligence or otherwise, of every nature and in conjunction with a Challenge Aspen activity.

I have read this Agreement, understand its contents, am aware this document has legal consequences and I sign it voluntarily.

_____	_____
PARTICIPANT'S SIGNATURE	DATE

-OR-

Parent or Legal Guardian (if participant is under 18 years of age or otherwise legally dependent):
I agree to the above terms and conditions for myself and on behalf of my child or ward. I agree to indemnify Challenge Aspen for any and all claims brought by or on behalf of the child or ward for whom I sign or for any claim brought by any other person related to the child or ward against Challenge Aspen.

_____	_____
PARENT/GUARDIAN SIGNATURE	DATE

Medical and Photography Releases

PERMISSION TO OBTAIN MEDICAL TREATMENT ON MY BEHALF

Should I or the person for whom I am the legal guardian become injured, I give permission for Challenge Aspen program facilitator(s) to render First Aid and to seek emergency medical or rescue services as they see fit, and at my cost.

PARTICIPANT or PARENT/GUARDIAN SIGNATURE

DATE

PERMISSION TO TAKE AND DISPLAY PHOTOGRAPHS AND VIDEO **(OPTIONAL)**

I hereby give my permission to Challenge Aspen, and any other person designated by Challenge Aspen to make photographs and other recordings of myself, and I consent to publishing and/or displaying of such recordings for marketing purposes to further Challenge Aspen's mission.

I hereby release Challenge Aspen, the Aspen Skiing Company, LLC, their respective successors, representatives, assigns, directors, officers, agents, and employees from any and all claims, demands, and causes of action, whether resulting from negligence or otherwise, of every nature and kind arising or connected with photographs or video of the undersigned taken in conjunction with a Challenge Aspen activity.

PARTICIPANT or PARENT/GUARDIAN SIGNATURE

DATE



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MEDICAL RELEASE

Summer and winter recreational activities with Challenge Aspen are physically oriented and all involve a level of inherent danger. Furthermore, these adaptive activities take place at altitudes of 6,000 feet and above. Prior to taking part in Challenge Aspen programs, we require that each participant have physician's approval in order to ensure the safety of each individual.

The release below must be signed off by the participant's physician before the first day of camp.

PERMISSION TO PARTICIPATE IN CHALLENGE ASPEN PROGRAMS:

Your patient, _____, wishes to take part in an adaptive recreation experience with Challenge Aspen. Are there any medical factors in your patient's history that would affect his or her ability to safely participate in this non-medically supervised program?

YES

NO

If yes, please list and explain: _____

Please identify any recommendations or restrictions that are appropriate for your patient: _____

Is this patient currently taking any medications that will be affected by high altitude activity?

YES

NO

If yes, please list and explain: _____

My patient, _____, has my approval to take part in Challenge Aspen adaptive recreation programs with the restrictions and/or recommendations stated above.

Physician Name: _____

Work Phone: _____

Physician Signature: _____

Date: ____/____/____

Disabled Sports USA Waiver & Release of Liability, and Media Release Agreement

Disabled Sports USA, and its affiliated Chapters ("Released Parties") are non-commercial, not for profit activity providers. The purpose of this agreement is to exempt, waive and relieve Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of Released Parties. "Released Parties" include Disabled Sports USA, Challenge Aspen and their representatives, administrators, directors, agents, coaches, employees, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or Challenge Aspen related events and activities, the Undersigned ("Undersigned" means the Participant or the Participant's parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:

- 1. Risks of Activity.** Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

2. Release and Indemnification. Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees

and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the activities.

3. Helmet Use. Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant's failure to use a helmet.

4. Miscellaneous. Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of CO and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Pitkin County, CO; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Participant's Signature	Participant's Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent, or legal guardian or legal representative of a minor or legally incapacitated adult, the parent, legal guardian or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. If signing as the parent, legal guardian or legal representative of a minor or legally incapacitated Participant, signing adults represent that they are a parent, legal guardian or legal representative of the Participant.

Minor's DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date

MEDIA RELEASE FORM

MEDIA/PHOTO WAIVER: Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

Participant's Signature	Participant's Name (please print clearly)	Date
Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship Date