

# **KNYI Sr. High Camp**

## **June 2-6, 2008**

### **GOLDEN BELL CAMP & CONFERENCE CENTER**

#### **Adult Release of Liability**

**THIS IS A RELEASE OF LIABILITY. BY SIGNING BELOW, I AM AGREEING TO RELEASE GOLDEN BELL AND OTHER PARTIES RELATED TO IT FROM LIABILITY. I HAVE THEREFORE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT.**

Assumption of Risk and Acknowledgement of Understanding: Golden Bell intends to make me aware, and I understand, that participation in outdoor and adventure activities, including, but not limited to, mountain and wilderness travel and activities, horseback riding, water sports, tubing, transportation to and from camp trips/activities, rock scrambling, technical rock climbing, rappelling, climbing wall, mountain biking, and ropes challenge courses, exposes the participant to certain risks, hazards, and dangers that cannot be predicted or controlled, including, by way of example, the risk of personal injury (including the risk of death), accidents or illnesses in remote places (without the immediate availability of medical facilities), and exposure to adverse weather conditions. I also understand that outdoor and adventure activities require physical exertion and any participant should be in good physical health. By signing this Release, I engage in Golden Bell's outdoor and adventure activities with full understanding of the risks.

Release of Rights: In consideration for the privilege of participating in Golden Bell's outdoor and adventure activities, I hereby release and hold harmless Golden Bell, members of its board of directors, and its officers, employees, members, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I as the participant may have or sustain with respect to any and all property damage, personal injury, and/or death arising from the participation in the outdoor and adventure activities of Golden Bell. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, except as otherwise provided in Colorado Revised Statutes Section 13-22-107 or by other applicable Colorado law. I covenant not to sue any of the Released Parties in connection with any of the released claims, demands, losses, damages, and liabilities described above. The covenants and undertakings of the Release shall be binding upon me, my family, my heirs, next of kin, legal representatives, beneficiaries, successors and assigns.

Indemnification: I further agree to indemnify, save and hold harmless the Released Parties from all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any and all property damage, personal injury and/or death arising from my participation in the outdoor and adventure activities of Golden Bell, as may be asserted by a third party (defined as any party other than the Released Parties or me), except to the extent prohibited by Colorado Revised Statutes Section 13-22-107 or by other applicable Colorado law.

Miscellaneous: In the event that any provision of this Release is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Release had been executed with the invalid provision eliminated. The parties agree that any action brought as between the participant and Golden Bell shall be brought in the state courts of Colorado, El Paso County or the U.S. District Court for Colorado, and the parties consent to jurisdiction and venue of such courts. I understand and agree that this Release is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Colorado Law.

**WARNING: Under Colorado Revised Statutes Section 13-31-119, 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.**

**I HAVE CAREFULLY READ THIS RELEASE AND AGREE TO ALL OF ITS TERMS.**

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Signature

Printed Name

Date