

ANIMAS VALLEY INSTITUTE PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

Animas Valley Institute, PO Box 1020, Durango, CO, 81302 ~ 970-259-0585

In consideration of the services of Animas Valley Institute, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AVI"), I hereby agree to release, indemnify, and discharge AVI, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking, camping and backpacking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, but are not limited to,** slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

Furthermore, AVI employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AVI from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AVI's equipment or facilities, **including any such claims which allege negligent acts or omissions of AVI.**

4. Should AVI or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against AVI, 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 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.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AVI 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.

If you wish to sign this form with an electronic signature (type in your name below) and send it back to us via email, you agree that your electronic signature is your signed acknowledgement that you have read and agree to all of the stipulations listed above.

Signature of Participant:

Date:

Print Name:

Name of Program:

Animas Valley Institute
Personal Release Form, page 2

In case of injury or illness, contact:

Name:

Relationship:

Address:

Phone:

Work Phone:

Cell phone:

Best time to call:

Second Contact:

Name:

Relationship:

Address:

Phone:

Work Phone:

Cell phone:

Best time to call:

Please check with your insurance company to determine your coverage for this program and bring your insurance identification card or other policy identification with you.

Insurance Company:

Policy Number:

Phone number:

WE RESERVE THE RIGHT TO REQUIRE A MEDICAL EXAMINATION OF ANY POTENTIAL PARTICIPANT AT THE PARTICIPANT'S EXPENSE AND TO REJECT ANY POTENTIAL PARTICIPANT FOR MEDICAL REASONS AT ANY TIME PRIOR TO OR DURING A PROGRAM