

# PARTICIPANT AGREEMENT AND ACKNOWLEDGMENT OF RISK

This agreement applies to all Ouray Canyon Coalition, Inc. activities for the period January 1, 2018 through December 31, 2018

In consideration of the services of the Ouray Canyon Coalition, Inc., the Ouray Canyon Club, Ouray Canyon Festival, their agents, owners, officers, employees, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "OCCI"), I hereby agree to release and discharge OCCI, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that outdoor adventure programs are physically, mentally, and emotionally demanding and entail both known and unanticipated risks which could result in injury, paralysis, death, or damage to myself, to property, or to third parties. These risks include, but are not limited to, inclement weather, slipping, falling, falling objects, insect and animal bites, drowning, hypothermia (cold exposure), hyperthermia (heat exposure), or suffering any type of accident or illness in remote areas without easy access to medical facilities, or while traveling to and from activity sites. I understand that such risks simply cannot be eliminated without jeopardizing the unique character and essential qualities of the activity.
2. I understand that OCCI Instructors/Leaders have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I acknowledge that I have a personal duty and responsibility to learn and to follow the safety standards and procedures established by my Instructors/Leaders and will make them immediately aware, at any point during the activity, if I question my knowledge of these standards and procedures, or my ability to participate.
3. 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.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless OCCI 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 OCCI's equipment or facilities, including any claims which allege negligent acts or omissions of OCCI.
5. Should OCCI, 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.
6. 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 to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.
7. In the event that I file a lawsuit against OCCI, 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.

**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 OCCI 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 agree to be bound by its terms.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

**(Must be completed for participants under the age of 18)**

In consideration of Participant ("Minor") being permitted by OCCI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless OCCI from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Print Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

All OCCI activities are outing of like minded people getting together to participate in canyoning/canyoneering or to enjoy practicing some of the skills used in canyoning/canyoneering. There is no guide, no instructor or person in charge. Each person is responsible for his/her own equipment and safety.

**Canyoneering is a dangerous sport that can lead to serious injury or death.**