

Name of participant \_\_\_\_\_

## CROSSROADS CHURCH OF ASPEN

### WAIVER, RELEASE AND INDEMNITY AGREEMENT & Seven Castles Ranch LLC. READ CAREFULLY, SIGN AND INITIAL ALL PAGES AND RETURN

Event: Man Camp 2021

Date(s) of Even

Event Contact:

In consideration of my being permitted by Crossroads Church of Aspen ("FBC Aspen") to participate in certain recreational activities, including, without limitation, any and all outdoor or indoor activities, rock climbing, mountain biking, horse back riding, hiking, paint ball contests, concerts, go-cart racing, field trips, and other related recreational activities, contests, and events (collectively "Recreational Activities"), whether or not organized by or charged a fee by FBC Aspen, I agree to the following waiver and release:

1. I AM AWARE AND ACKNOWLEDGE THAT RECREATIONAL ACTIVITIES, INCLUDING ROCK CLIMBING, MOUNTAIN BIKING, HORSE BACK RIDING, HIKING, PAINT BALL CONTESTS, CONCERTS, GO-CART RACING, FIELD TRIPS AND OTHER RELATED ACTIVITIES (COLLECTIVELY "RECREATIONAL ACTIVITIES"), HAVE INHERENT DANGERS AND RISKS FOR ANY PARTICIPANT. I further understand that such recreational activities, including, without limitation, any and all outdoor or indoor activities, rock climbing, mountain biking, horse back riding, paint ball contests, concerts, go-cart racing field trips, and other related recreational activities, contests, and events are physically demanding, and may take place on variable and uncertain terrain, that the weather and outdoor conditions constantly vary and can be dangerous, among other dangers and risks inherent in recreational activities, including, without limitation, any and all such recreational activities.

Initial Here to Signify You Understand: \_\_\_\_\_

2. I AM AWARE AND ACKNOWLEDGE THAT SUCH RECREATIONAL ACTIVITIES HAVE INHERENT DANGERS AND RISKS FOR ANY PARTICIPANT THAT CANNOT BE ELIMINATED. I AM VOLUNTARILY PARTICIPATING IN SUCH RECREATIONAL ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH THAT MAY RESULT. I also assume full responsibility for any and all risks associated with my selection, preparation and use of any equipment or materials directly or indirectly related to my participation in, or presence at the area of any such recreational activities.

Initial Here to Signify You Understand: \_\_\_\_\_

3. I agree to abide by all recreational activity rules and regulations of FBC Aspen. I understand that it is my responsibility to wear my seat belt at all times when in any motor vehicle, and I agree to refrain from any activities that may be harmful or a nuisance to others. I further give my permission for the use of my name, picture and image in any telecast, print media, broadcast or promotion of any such recreational activity.

Initial Here to Signify You Understand: \_\_\_\_\_

4. I, for myself, my heirs, assigns, successors, executors and subrogor, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS AND AGREE TO FOREVER DEFEND FBC ASPEN, its properties, its members, agents, independent contractors, insurance companies, representatives, employees, volunteers, supporters and the sponsors of all such recreational activities from and against any and all claims, actions, causes of action, suits, liabilities, damages, expenses, costs (including, without limitation, attorney fees) and NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damages, loss, injury, paralysis, or death to me or my property as a result of my participation in any such recreational activities, or my presence at any such recreational activities, whether such damage, loss injury, paralysis or death results from the NEGLIGENCE of the above listed entities or persons, or from any other cause.

Initial Here to Signify You Understand: \_\_\_\_\_

5. I hereby represent that I have medical insurance under a policy that will cover any and all injuries, paralysis or death that I might suffer in connection with my participation in or presence at any such recreational activities.

Initial Here to Signify You Understand: \_\_\_\_\_

6. I hereby acknowledge and agree that I will not participate in such recreational activities unless I wear any safety equipment or clothing provided or recommended that may be suitable to such recreational activity and acceptable to FBC Aspen.

Initial Here to Signify You Understand: \_\_\_\_\_

7. I agree that the above representations are contractually binding and are not mere recitals. I further understand that this Waiver, Release and Indemnity Agreement shall apply to all recreational activities, including, without limitation, any and all outdoor or indoor activities, rock climbing, mountain biking, horse back riding, paint ball contests, concerts, go-cart racing field trips, and other related recreational activities, contests, and events (collectively "Recreational Activities"), whether or not organized by or charged a fee by FBC Aspen. I HEREBY AGREE NOT TO SUE ANY OF THE ENTITIES OR PERSONS LISTED IN PARAGRAPH 4 AS A RESULT OF ANY DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH TO ME OR MY PROPERTY SUFFERED IN CONNECTION WITH THE CONDUCT OF ANY SUCH RECREATIONAL ACTIVITIES. This Waiver, Release and Indemnity Agreement may not be amended or modified except as accepted in writing by FBC Aspen. This document shall be interpreted and construed according to Colorado law.

In the event of litigation by the undersigned against FBC Aspen, or its members, agents, independent contractors, insurance companies, representatives, employees, volunteers, supporters and/or the sponsors of any such recreational activities the sole and exclusive jurisdiction and venue for such litigation shall be in Pitkin County, Colorado. I hereby submit to the sole and exclusive jurisdiction of Pitkin County, Colorado. In the event of any such litigation, the prevailing party is entitled to all reasonable attorneys' fees, costs and expert witness fees incurred in such litigation. Further, I hereby agree that the terms, conditions, covenants, and provisions of this Waiver and Release Agreement shall be deemed to be severable. If any provision contained herein shall be determined to be invalid by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein.

Initial Here to Signify You Understand: \_\_\_\_\_

**WARNING**

Under Colorado Law, 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, pursuant to section 13-21-119, Colorado Revised Statutes.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT.

\_\_\_\_\_  
(today's date)

\_\_\_\_\_  
(signature of participant)

\_\_\_\_\_  
(participant's date of birth)

\_\_\_\_\_  
(print participant's full name)

\_\_\_\_\_  
(print name of participant's  
medical insurance company)

\_\_\_\_\_  
(medical insurance policy number)

\_\_\_\_\_  
(medical insurance company telephone number)

**NOTICE: IF YOU ARE UNDER THE AGE OF EIGHTEEN AS OF THE DATE OF SIGNING THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT, YOU MUST OBTAIN THE SIGNATURE OF A GUARDIAN OR PARENT UNDER THE INDEMNIFICATION AGREEMENT@ SECTION SET FORTH IMMEDIATELY BELOW. NO PERSON UNDER THE AGE OF EIGHTEEN AS OF THE DATE OF SIGNING THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT WILL BE PERMITTED TO PARTICIPATE IN ANY RECREATIONAL ACTIVITIES WHATSOEVER UNLESS HE OR SHE OBTAINS SUCH SIGNATURE ON THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT PRIOR TO HIS OR HER PARTICIPATION IN ANY SUCH RECREATIONAL ACTIVITIES WHATSOEVER.**

**INDEMNIFICATION AGREEMENT**

In consideration of the above minor being permitted by FBC Aspen to participate in recreational activities, including, without limitation, any and all outdoor or indoor activities, rock climbing, mountain biking, horse back riding, hiking, field trips, and other related recreational activities, I agree to the following waiver, release and indemnification:

As undersigned parent or guardian of the above minor for myself and on behalf of said minor, I hereby join in the foregoing Waiver, Release and Indemnification Agreement and hereby stipulate and agree to hold harmless, indemnify and forever defend FBC Aspen, its properties, its members, agents, independent contractors, insurance companies, representatives, employees, volunteers, supporters and the sponsors of all such recreational activities from and against any and all claims, actions, causes of actions, suits, liabilities, damages, expenses, costs including, without limitation, attorneys fees and NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death, made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in any such recreational activities whatsoever.

\_\_\_\_\_  
Signature of Parent or Guardian of Minor

Witnesses:

\_\_\_\_\_  
Signature

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

Witnesses:

\_\_\_\_\_  
Signature

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

*Parent or Guardian must also initial each paragraph in the Waiver, Release and Indemnity Agreement set forth above.*