

## ROARING FORK CONSERVANCY

### **ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT & MEDIA RELEASE**

In consideration of being permitted to participate in the 2019 FRYINGPAN CLEANUP (the "Activity"), and the services of Roaring Fork Conservancy, its directors, employees, agents, volunteers and all other persons and entities acting in any capacity on Roaring Fork Conservancy's behalf in connection with the Activity (hereafter collectively referred to as "RFC & Associates"), I hereby understand, acknowledge and agree as follows:

**Assumption of All Risks and Dangers.** I understand that taking part in the Activity (which may include but not be limited to wading, hiking, and climbing on rocks and slopes) involves exposure to risks and dangers that can result in illness, physical injury and even death. Potential risks and dangers include: exposure to adverse weather conditions; equipment malfunctions and defects; collisions with man-made and natural obstacles; rugged/slippery terrain; sharp/falling rocks and timber; changing water conditions and strong river currents; falling; drowning; becoming lost; entrapment of body parts under rocks or other objects; poisonous plants; adverse encounters with wildlife; insect and snake bites; hypothermia; sunburn; and the negligence of other Activity participants. I understand that *this description of risks and dangers is not complete*, and that participating in the Activity may include other risks and dangers, including, but not limited to the acts, omissions and negligence of RFC & Associates. **RECOGNIZING THE NATURE OF THE ACTIVITY, AS WELL AS ITS RISKS AND DANGERS, I EXPRESSLY ASSUME ALL RISKS AND LIABILITIES ASSOCIATED WITH OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITY.**

**Release of All Liability and Indemnification.** I unconditionally release, to the fullest extent permitted by law, RFC & Associates from 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 related to my participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract. I agree to indemnify, defend, and hold harmless RFC & Associates from and against any liability or damages 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 my participation in the Activity.

**Media Release.** I hereby grant Roaring Fork Conservancy an irrevocable, perpetual, transferable, fully paid-up/royalty-free right and license throughout the universe to record (by photographs, video and any other method or device) my attendance (including my name, title and business affiliation (as applicable), voice, image and likeness) at the Activity (the "Recordings"), and to use, modify, copy, publish, distribute and otherwise exploit such Recordings (without any need to obtain my prior approval or review) in any and all media, formats and methods of publication and transmission now known or hereafter developed for any purpose benefiting Roaring Fork Conservancy and/or any of its conservation or education projects and programs.

**Entire Agreement; Severability.** This agreement represents the entire understanding between RFC & Associates and me regarding its subject matter and supersedes any other statements, agreements or representations, whether written or oral, regarding the same subject matter. If any portion of this agreement is determined to be unenforceable by a court of law, the remainder of this agreement shall be enforced without regard to such provision.

I have carefully read this agreement, and understand what it means. By my signature below, I intend this agreement to be legally binding upon me, my assignees, heirs, subrogors, executors and personal representatives.

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

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

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Additional Adult Family Member(s) (with same address and phone number as specified above):

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

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

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

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

**Parent or Legal Guardian Must Complete for Participants Under 18 Years of Age**

I represent that I am the parent or legal guardian of each of the minor children listed below and that I have: (i) the legal authority to assume all of the risks and liabilities and to make all of the waivers and releases from liability specified above on their behalf, and (ii) the legal authority to grant Roaring Fork Conservancy all of the rights and licenses specified above on their behalf, and I hereby do so in consideration of their being permitted to participate in the Activity. I further agree to indemnify, defend and hold harmless RFC & Associates from and against any liability or damages of any kind, and from any suits, claims or demands which are brought by these minor children, or on their behalf, including legal fees and expenses, whether or not in litigation, and which are in any way connected with the participation of these minor children in the Activity.

List Parent's or Guardian's Minor Children participating in the Activity:

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

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

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

I have carefully read this additional provision and understand what it means with respect to my minor children.

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

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