

ANNUNCIATION HEIGHTS

Annunciation Heights, a Colorado nonprofit corporation, (hereafter "AH") is a Catholic retreat center and youth camp located in Estes Park, Colorado. AH welcomes all to visit its pastoral grounds, to rejuvenate, and to participate in AH indoor and outdoor programming. AH is committed to conducting its programming in a safe manner and holds the safety of all in high regard. AH strives to reduce risks and requires that participants follow safety rules and instructions. However, participants and parents/guardians of minors registering for programming must recognize there is an inherent risk of injury when choosing to participate in recreational programs/activities, and are solely responsible for determining whether the participant is physically fit and/or adequately skilled for the activities contemplated by this agreement.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

Read Carefully. This is a release of liability and waiver of legal rights.

1. **Definitions.** The person participating in AH Programming is referred to below as "Participant". The terms "I", "You" or "my" mean one of the following: (i) only the Participant when the Participant is age 18 or older; **OR** (ii) both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" means AH, or any of its board, officers, employees, volunteers, authorized agents, and assignees. For purposes of this Agreement, "AH Programming" refers to the following: physical activity programming consisting of hiking (off-site and on-site), biking (off-site and on-site), archery, ropes course, zip-line, small pond boating and small pond swimming (on AH grounds).

2. **Risks of Activity.** I understand that participating in AH Programming can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. With regard to AH Programming, I understand and acknowledge that the enjoyment and excitement of adventure/outdoor activities is derived in part from inherent risks of the activity beyond the accepted safety of life at home or in normal day to day activities, and that these inherent risks contribute to the Participant's enjoyment and excitement and are an integral reason for participation in the activity. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Participation in AH Programming entail known and unanticipated risks that could result in physical or emotional injury, death, damage to myself, to property, or to third parties. With regard to **ropes, climbing walls, zip lines, ropes/challenge type** activities ('ropes/zip'), I also understand that a condition of participation in or use of the ropes/zip course is that I wear a helmet, harness and belay device. Failing to use/properly use safety type equipment such as harnesses or helmets increases risk of injury or of not surviving an accident or incident while using or participating in ropes/zip courses. AH is not responsible for anything that might result from my failure to use/properly use safety equipment. I specifically acknowledge that the inherent risks associated with ropes/zip activities using fabricated structures, surfaces, towers and platforms, cables or ropes include, but are not limited to: falling off of the climbing structure; being hit by swinging apparatus; falling on or being impacted by other participants; hanging from a belay cable; poor or improper belaying or other techniques; being jolted, jarred, bounced, thrown or shaken about while on the ropes/zip course; losing my balance or grip; becoming entangled in ropes; impacting the ground or water and/or climbing apparatus or ropes; encountering loose or dropped or damaged ropes or holds; equipment failure; improperly maintained equipment; displaced safety equipment, belay or anchor or harness failure; general slips/trips/falls or crashes while using any of the equipment or climbing structures or landing platforms or the premises at large; climbing out of control or beyond my or another participants' limits; the negligence of other climbers or spotters or visitors who may be present; participants giving or following inappropriate climbing advice or move sequences; my or another's failure to follow the rules of AH; and my own negligence or inexperience. With regard to **water related activity**, such as small pond boating or swimming, I specifically acknowledge that the inherent risks of water related activity include, but are not limited to: drowning; death; serious bodily injuries or impairment to general health and well-being; and other risks inherent to water activity. With regard to **archery**, I specifically acknowledge that archery by its nature is hazardous and risky. Inherent risks include, but are not limited to: being hit by an arrow; self-inflicted wounds; improper shooting technique; carelessness of other archers; lack of proper protection; poor range conditions; carelessness; poor pulling technique; splintering of the arrow; and other risks inherent to archery. With regard to **hiking and biking**, I specifically acknowledge that (as applicable) the inherent risks associated with these activities include but are not limited to: slips/trips/falls; collisions with pedestrians, cycles, cycle riders, vehicles, manmade and natural objects; hazards of trails, routes, or roadways including uneven or unstable surfaces, steep grades, sharp turns, and/or obstructions; the presence of water,

sand, gravel, mud, and debris (which may inhibit the ability to maneuver or stop); cold weather and heat related injuries or illnesses; inclement weather, varied or severe wind, weather or temperature conditions; slippery conditions associated with rain, other precipitation, and ice; Participant's physical coordination, ability to balance or control a bicycle, travel speed, and ability to follow directions; and equipment failure including tire puncture and problems in shifting and/or braking.

I ACKNOWLEDGE THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS **NOT COMPLETE AND THAT PARTICIPATING IN AH PROGRAMMING MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, I UNDERSTAND THE NATURE OF AH PROGRAMMING AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN, AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF PARTICIPATION IN, AH PROGRAMMING, REGARDLESS OF WHETHER DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

- 3. **Duties of Participant.** I assume responsibility for determining whether Participant is physically fit and/or adequately skilled for AH Programming. I agree Participant must abide by AH instructions regarding AH Programming.
- 4. **Release and Indemnification:** In consideration of Participant being permitted to participate in AH Programming, I (i) release the Released Parties from and for 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 relating to Participant's participation in AH Programming, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract that I may or will have against the Released Parties; and (ii) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage 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, Participant's participation in AH Programming.
- 5. **Minor Acknowledgment.** By signing this Agreement without a parent or legal guardian's signature, I, under penalty of fraud, represents that I am at least 18 years of age. If signing as the parent or guardian of a minor Participant, I represent that I am a legal parent or guardian of the minor Participant.
- 6. **Medical Care.** I authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. I agree to pay all costs associated with such medical care and related transportation.
- 7. **Miscellaneous.** I agree: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement is governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claim is in the state or federal courts located in Denver, Colorado; and that (c) this Agreement is binding upon my subrogors, distributors, heirs, next of kin, executors, and personal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

Address

Telephone

Emergency Contact Printed Name/Relation

Telephone

Email