

# Estes Park Newcomers Club: Express Assumption of Risk and Release of Liability

NOTE: Each member of a family group must sign a separate release

By signing below, I acknowledge that the Estes Park Newcomers Club (Newcomers Club) is a non-commercial, non-profit Corporation of the State of Colorado that sponsors among other things hiking outings. As such, I recognize that the Newcomers Club is not a business, and that it is not operated for the profit of either itself or any of its officers or member. I also acknowledge that some or all of the hiking outings sponsored or conducted by the Newcomers Club, may be hazardous and may result in loss, damage, injury or death. Furthermore, I understand that on Newcomers Club hiking outings there may not be rescue or medical facilities or expertise that may be necessary to deal with potential injuries to which I may be exposed. I understand that these risks exist and notwithstanding them I wish to participate in Newcomers Club hiking outings.

With full knowledge of these dangers, and in consideration for my acceptance as a participant in Newcomers Club hiking outings, and for receipt of the services and amenities provided by the Newcomers Club in connection therewith, I confirm that I have read this document and that I retain sole responsibility for my own safety and well-being and for the safety and well-being of my property. This includes, but is not limited to independently verifying any representations concerning the distance, altitude gain, or degree of difficulty associated with any of the Newcomers Club hiking outings.

I also EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS associated with participation in the outings, including without limitation: automobile accidents; changing weather conditions; snow and ice; avalanches; rock slides; existing and changing trail conditions; rocks; stumps; trees; erosion; collisions with natural objects, man-made objects or with other people; and variations of terrain and accept all consequences for any losses, damages, injuries or death that I may suffer in connection with my participation in any of the sponsored activities. I hereby agree for myself, all of my family and my heirs to RELEASE from liability, claims, demands, or any causes of action. I further agree to indemnify and hold harmless the Newcomers Club, its members, participants, agents, leaders, instructors, guides, officers or representatives from any claims, damages, injuries, or losses caused by my own negligence while a participant in any hiking outing. I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE CLAIM against the Newcomers Club or any of its members, participants, agents, leaders, instructors, guides, officers, or representatives for any losses, damages, injuries or death, which may arise during my participation in any hiking outing of the Newcomers Club.

I intend this RELEASE OF LIABILITY to be effective whether or not any loss, damage, injury or death RESULTS FROM NEGLIGENCE of the Newcomers Club or any of its members, participants, agents, leaders, instructors, guides, officers, directors, or representatives. I understand that negligence means failure to do an act that a reasonably prudent person would do, or the doing of an act that a reasonably prudent person would not do, under the same or similar circumstances to protect himself, herself or others from injury or death.

This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

I HAVE READ THIS RELEASE AGREEMENT AND HAVE FULLY INFORMED MYSELF OF ITS CONTENTS AND CONSEQUENCES BEFORE I HAVE SIGNED IT.

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

IF UNDER 18 YEARS OF AGE, A PARENT OR GUARDIAN MUST READ AND SIGN BELOW: I am the legal guardian of the above minor and have read the above RELEASE. I hereby consent to the terms of the RELEASE on behalf of the named minor, and give my consent to the participation of the above named minor in all activities of the Newcomers Club on the terms stated.

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

## Emergency Contact Information

Print Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_