

## **Assumption of Risk, Waiver and Release of Liability and Indemnity, Likeness Agreement, Medical Care, and Transportation**

***This form must be completed by every guest participating in any recreational activity. Parents or guardians must sign for minors.***

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.**

### **1. Statement of Risks**

- Activities at Ponderosa Retreat and Conference Center include, but are not limited to the Challenge Course, High Ropes Course, Zip Line, Climbing Tower, Leap of Faith, Vertical Playpen, Low Ropes/Teambuilding Course, Kids' High Ropes Course, Snow Tubing Hill, Blacklight Dodgeball, Inflatable Activities, Arrow Tag, Large Group Games, Indoor Crate Stacking, Human Foosball, Hiking Trails, Soccer, Basketball, Softball/Kickball, Frisbee Golf, Archery Range, Tomahawk Throwing Range, Miniature Golf, Gaga Ball, 9 Square, Horseshoes, Tetherball, Volleyball, and similar activities.
- Participating in these activities and at camp generally contains certain inherent risks and hazards. Risks include, but are not limited to: physical injury, trauma, emotional injury, property damage or loss, and possibly death. Hazards include, but are not limited to: falling from a height of up to 40 feet, injury from uneven surfaces of rock and dirt, snow and ice on the property (including possibly on walkways or stairs), being struck by balls and other objects, falls while tubing or sledding, equipment failure, car accident, attacks by wildlife, high altitude and weather-related injuries, drowning, heat exhaustion, insect bites, and hypothermia.

### **2. Safety Information**

- Ponderosa is in a wooded area. Animals live here in their natural habitat. Do not feed or provoke the animals.
- Proper shoes and clothing should be worn to prevent injury while hiking the trails and participating in activities i.e. closed toe shoes. The roads and paths are dirt with some gravel. During winter, roads, walkways, and stairways may be icy or slick even if shoveled or plowed.
- Parking is limited.
- We have limited lighting at night.
- There are multiple groups on camp simultaneously
- Only you know the abilities, limitations, and prior medical history of yourself, or the minor listed below (your child) and can evaluate whether or not you or your child should participate.
- Ponderosa Retreat and Camp Center is not responsible for lost or stolen items. Items found will be kept for not more than two weeks.

### **3. Acknowledge and Acceptance of Risks**

I, on behalf of myself, and if applicable, on behalf of the minor listed below, have read the previous paragraphs and agree:

- I fully understand the nature of the described activities, and understand that there are inherent dangers and serious risks could be involved.
- I understand the demands of those activities relative to my physical condition, abilities, limitations and skill level;
- I fully understand the types of injuries that may occur as a result of such activities;
- I hereby agree that my, and, if applicable, my child's participation at Ponderosa Retreat and Conference Center is voluntary and that I, on behalf of myself and, if applicable, my child, knowingly assume all inherent risks of the activities noted above.

### **4. Waiver and Release of Liability Agreement**

In consideration of permission for me and/or my child, to participate in the activities described, use the property, facilities, and equipment of Ponderosa Retreat and Conference Center, I (on behalf of myself and/or the minor listed below, my child, my spouse, heirs, personal representatives, my estate, my parents and assigns, referred to as "Releasing Parties") agree not to sue and hereby waive, release, and discharge the Colorado Baptist General Convention, Ponderosa Retreat and Conference Center, Ponderosa's Management Committee, and their respective owners, directors, officers, employees, volunteers, independent contractors, agents, affiliates, successors, and assigns (referred to as "Protected Parties") from any and all liability. This includes any liability arising from or related to all claims, lawsuits, or causes of action, including damage to or loss of property; injury or death to myself, my child, or any family members; and consequential damages arising from any injury or loss, such as the inability to work, loss of consortium or other damages. This includes all claims arising from the presence on, and/or use of Ponderosa Retreat and Conference Center facilities and/or participation in activities and ***includes any claims resulting from the ordinary negligence of the Protected Parties***. This specifically includes the immunity from liability statutorily provided for volunteers and volunteers assisting organizations and activities for young persons in C.R.S. §§ 13-21-115.5 and 13-21-116. 3.

### **5. Indemnity Agreement**

I, on behalf of myself and, if applicable, the minor listed below, also agree to hold harmless, defend, and indemnify Protected Parties (including, but not limited to defending any lawsuit or arbitration, and paying any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) from any and all claims, lawsuits or arbitrations brought by the Releasing Parties arising from my and, if applicable, the minor listed below, death, injury, or loss due to involvement in Ponderosa Retreat and Conference Center activities (***including those arising from the inherent risks of the activity and/or the ordinary negligence of Protected Parties***).

### **6. Likeness Agreement**

I grant Ponderosa Retreat and Conference Center permission to use my likeness or the likeness of the minor listed below in its publications, websites, marketing and other materials, without payment or prior approval.

**7. Medical Clause**

In case of medical need or injury, I understand that Ponderosa Retreat and Conference Center will make every reasonable effort to reach my emergency contact. If my emergency backup contact cannot be reached, I authorize Ponderosa Retreat and Conference Center to arrange for emergency medical or dental services for me and, if applicable, the minor listed below. I will be responsible for any medical, dental, and related expenses for me or the minor. Any provider of care can rely on this document as authority to treat me or the minor appropriately and to bill me directly for the costs thereof. I agree I am responsible for communicating any relevant medical conditions to Ponderosa Retreat and Conference Center.

I hereby release and forever discharge the Protected Parties from any claim whatsoever that arises or may hereafter arise on account of the decision by any representative or agent of the Protected Parties to exercise the power to consent to emergency medical or dental treatment as described.

**8. Clarifying Clauses**

I expressly agree that the Release Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, which are the laws that govern this Agreement, including C.R.S. § 13-22-107, waiving claims for minor children. I agree that, in the event any clause or provision of this Release is held to be void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. Further, a waiver of a right under this Release does not prevent the exercise of any other right. If any dispute arises out of this Agreement, I agree that I will attempt to resolve such dispute in Christian mediation with a trained mediator, before filing any legal action. To revoke this Agreement, I must notify Ponderosa Retreat and Conference Center in writing in advance of the event.

**9. Acknowledgment of Understanding**

By signing below, I agree I have read both sides of this form and understand that by signing this form, I am giving up legal rights and, if applicable, the rights of the minor listed below, and the rights of any Releasing Party to sue for damages in the event of death, injury, or loss. I further acknowledge that I, on behalf of myself and, if applicable, the minor listed below, am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to inherent risks of the activity to the greatest extent allowed by law of the State of Colorado.

I agree and understand that this Agreement may be executed with electronic signatures and shall be valid and legally binding on the parties.

**Adult Participant**                      **AND/OR**  **Parent or Legal Guardian of Minor(s) listed below**

Group Name: \_\_\_\_\_

\_\_\_\_\_ *Date*                      \_\_\_\_\_ *Signature*                      \_\_\_\_\_ *Printed Name*

\_\_\_\_\_ *Address*

\_\_\_\_\_ *Home Phone*                      \_\_\_\_\_ *Work Phone*                      \_\_\_\_\_ *Cell Phone*

\_\_\_\_\_ *Emergency Contact*                      \_\_\_\_\_ *Work Phone*                      \_\_\_\_\_ *Cell Phone*

*Insurance Carrier:*

**Name of each child or youth to whom this release applies, his/her birth date, and all activities minor(s) is(are) prohibited from engaging in by parent or legal guardian. If left blank, there is no objection to activities.**

**Name:** \_\_\_\_\_ **Birth date:** \_\_\_ / \_\_\_ / \_\_\_ **Prohibited Activities:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Birth date:** \_\_\_ / \_\_\_ / \_\_\_ **Prohibited Activities:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Birth date:** \_\_\_ / \_\_\_ / \_\_\_ **Prohibited Activities:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Birth date:** \_\_\_ / \_\_\_ / \_\_\_ **Prohibited Activities:** \_\_\_\_\_