

**VOLUNTEER ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE
AND INDEMNITY AGREEMENT**

Continental Divide Trail Coalition Gateway Community Ambassador Program 2021

Please read in full, sign agreement, and return to CDTC.

Please read this entire *Acknowledgment and Assumption of Risks & Release and Indemnity Agreement* (hereafter ‘Document’) carefully. All participants must sign this Document. For participants under 18 yrs. of age (hereafter sometimes ‘minor’ or ‘child’), one or both parent/s or legal guardian/s (hereafter collectively ‘parent/s’) must also sign. In consideration of the Continental Divide Trail Coalition, a nonprofit organization, and its officers, directors, employees, agents, representatives, volunteers and all other persons or entities associated with it (collectively referred to in this Document as ‘CDTC’) allowing me to participate in activities that take place in the regions of the Continental Divide National Scenic Trail (‘CDT’), participant and parent/s of a minor participant understand and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

CDTC activities (which may be scheduled or unscheduled, and supervised or unsupervised) may include, but are not limited to hiking, backpacking, climbing, trail construction and maintenance, camping, participation in work or service projects related to the CDT, and travel to and from these activities (referred to in this Document as ‘activities’). I (and my Parent/s, if I am a minor) acknowledge that the inherent and other risks, hazards, and dangers (referred to in this Document as ‘risks’) of these activities can cause injury, damage, death or other loss. Parent/s of a minor gives permission for their child to participate in all activities and agree to discuss the nature of these activities and risks with their child.

These risks include, but are not limited to, the following:

Risks present in an outdoor or wilderness environment. These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Participants’ travel may be subject to storms; lightning; strong winds; fast moving rivers or other water bodies; difficult stream crossings; currents or whitewater; falling rocks; extremely hot or cold weather or water; snow and ice; snow slides and avalanches; fallen timber; stinging, poisonous or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked and weather is unpredictable year around.

Risks involved in decision making and conduct including the risk that a CDTC staff member, representative, volunteer, co-participant or other party may misjudge a participant’s capabilities, health, or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level and/or route location. **CDTC uses volunteers to assist with, and sometimes lead its trips and projects. These individuals are not professional guides or leaders. In all activities, all participants share in the responsibility for their own safety and the safety of the group.**

Personal health and participation risks. The risk that participant’s mental, physical, or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these activities could result in injury, damage, death, or other loss. Although CDTC personnel may review participant’s health and medical information, CDTC cannot anticipate or eliminate risks or complications posed by participant’s mental, physical, or emotional condition. I hereby acknowledge that I have received a copy of CDTC’s *COVID-19 Guidelines and Procedures for*

Volunteers, and I have read, understand, and agree to abide by my responsibilities as outlined therein.

Work project risks. Participating in CDT work or service project can include risks associated with activities such as digging, lifting, construction and clean-up. Projects may include the use of tools and equipment (i.e., Pulaski's, shovels, rock bars, pick mattocks and McLeod's) that can cause injury resulting from use, misuse, or malfunction.

Risks associated with travel. Travel can be on foot or by vehicle or other means and can be over rough and unpredictable terrain or via lakes and rivers, in snow, sleet, rain or other adverse weather conditions.

Risks connected with geographic location. Activities may take place in remote places, several hours from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation, and medical care. Although crew leaders may or may not have wireless communication devices, use of these communication devices in outdoor, mountainous and/or wilderness terrain is unreliable and inconsistent. Further, crew leaders may not be trained in first aid, CPR, or wilderness medicine. Each participant must carry any needed medications and first aid supplies. Participants should bring first aid supplies recommended by their personal physician or medical care provider, including those to counteract potential serious allergic reaction (for example, anaphylaxis resulting from allergy to bee stings). The risk that equipment used in an activity may be misused, or may break, fail, or malfunction.

Risks arising from riding or recreating in areas where others may be using firearms, including the risk of being shot or struck by flying debris or by accidental discharge of a firearm.

Risks associated with cooking and camping. Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. All water may be contaminated and should be disinfected, filtered, or boiled before use.

Risks associated with free time. Participants will have free unsupervised time before, during and after the start of a trip and at various other times. During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.

Risks regarding conduct. The potential that the participant, or other participants or third parties (e.g., driver, rescue squad, hospital) may act carelessly or recklessly.

Other risks generally associated with outdoor, recreation, education and/or service activities. These and other risks may result in participants: falling; being struck by lightning or objects; colliding with or impacting objects or people; experiencing vehicle collision, capsize or rollover; reacting to high altitude, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause hypothermia, hyperthermia (heat related illness), heat stroke or exhaustion, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis, concussions, sunburn, or other burns, mental or emotional trauma or other injury, damage, death, or loss.

I PARTICIPANT/ PARENT(S) OR LEGAL GUARDIAN OF A MINOR PARTICIPANT AGREE: I have accurately completed all required forms, agree to abide by the terms of those documents, and agree to obey all CDTC rules, guidelines, procedures, and policies; I have reviewed and understand all CDTC information and materials received, including the *Volunteer Safety Information* and *COVID-19 Guidelines and Procedures for Volunteers*, and understand that CDTC representatives are, and have been available should I have further questions about these activities or the associated risks; If participant has any mental, physical or emotional conditions or limitations which might affect his/her ability to participate, I agree to disclose those to CDTC, and

represent that participant is fully capable of participating without causing harm to him/herself or others; CDTC cannot assure participant's safety or eliminate any of these risks. Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assume and accept full responsibility for participant, for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death, or other loss suffered by participant (and parent/s of minors), resulting from those risks, and/or resulting from participant's own negligence or other misconduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant or parent/s for themselves and for and on behalf of their participant child) agree as follows:

1) To release and agree not to sue the CDTC, with respect to any and all claims, liabilities, suits, or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage death or other loss, in any way connected with my child's enrollment or participation in CDTC activities, or use of any equipment, facilities or premises. I understand that in signing this Document, I, my child, and anyone acting on my or my child's behalf, surrender our respective rights to make a claim against the CDTC for any injury, damage, death, or other loss suffered by me or my child;

2) To defend and indemnify the CDTC ('indemnify' meaning protect by reimbursement or payment, including for attorneys' fees and costs) with respect to any and all claim/s brought by or on behalf of me or a family member for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in CDTC activities, or use of an equipment, facilities or premises; and/or b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my conduct in participating in CDTC activities and/or using any equipment, facilities or premises.

This Release and Indemnity Agreement includes any losses resulting from the negligence (but not the gross negligence or willful, wanton, or criminal misconduct) of CDTC, and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment, or treatment), property damage, products liability, breach of contract or any other claim.

OTHER PROVISIONS

I (participant and parent/s of a minor participant) agree that Colorado law (without regard to its conflict of laws rules) governs this Document, any dispute I have with the CDTC and all other aspects of my relationship with the CDTC and that any mediation, suit or other proceeding must be filed or entered into only in Park County, Colorado. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. I authorize CDTC or Federal Land Management Agency staff, agents or representatives, other program participants, or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility and to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by the CDTC) of any medical records necessary for treatment, referral, billing, or other purposes. I agree to pay all costs associated with medical care and transportation. I authorize the CDTC to use my/my child's photo for sale or reproduction in any manner CDTC desires, for advertising, display, or other use. The CDTC reserves the right to remove any participant from a CDTC trip or project who staff, or leaders believe, in their discretion, presents a safety concern or medical risk, or acts in any manner disruptive or detrimental to the group. If participant is dismissed or departs for any reason,

participant (and his/ her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. These costs include, but are not limited to, medical evacuation and costs, transportation costs, and accommodations, and compensation and costs for staff accompanying participant.

This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

Participant/ Parent(s) or Legal Guardian of a Minor Participant: I have carefully read, understand, and voluntarily sign this Document and acknowledge that it will be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, surrogates, and estate. One or both parents, or legal guardian, must sign below if participant is under 18 yrs. of age.

PARTICIPANT'S SIGNATURE _____

PRINT
NAME _____ **DATE** _____

PARENT/GUARDIAN SIGNATURE _____

PRINT
NAME _____ **DATE** _____