

**HEART OF THE MOUNTAINS HOSPICE, INC.,**  
**a Colorado Non-Profit Corporation**  
P.O. Box 140  
Hot Sulphur Springs, CO 80451  
Telephone: (970) 725-3378

**RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.  
YOU MUST UNDERSTAND IT BEFORE SIGNING IT.**

PARTICIPANT'S FULL NAME: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_  
HOME TELEPHONE NO: \_\_\_\_\_

**DOES THE PARTICIPANT HAVE ANY MEDICAL CONDITIONS OR ALLERGIES THAT MAY AFFECT PARTICIPANT'S ABILITY TO PARTICIPATE IN THIS ACTIVITY? CHECK ONE       YES       NO**

IF SO, PLEASE DESCRIBE: \_\_\_\_\_  
\_\_\_\_\_

I, the above-named person, being over the age of 18 years, or the legal guardian of the above named person who is under the age of 18 years, in consideration of the event organized by Heart of the Mountains Hospice, (HMH), hereby acknowledge, agree, promise and covenant with HMH, as follows:

**ACKNOWLEDGEMENT OF RISK**

Although HMH has taken reasonable steps to provide me with a safe event, so that I might enjoy an activity at which I may not be skilled, HMH has informed me and I understand that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks can be the cause of loss or damage to my property, or accidental injury, illness or in extreme cases: **hypothermia, or other permanent trauma, or death.** HMH does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks.

Among these risks are the following: (1) the nature of the activity itself; (2) the acts or omissions, negligent in any degree, of HMH, its agents, employees or volunteers; (3) the acts or omissions, negligent in any degree, of other persons or entities; (4) latent or apparent defects or conditions in equipment or property supplied by HMH, if any; (5) weather; (6) **water conditions**; (7) contact with plants or animals; (8) my own physical, mental or emotional condition, or my own acts or omissions; (9) first aid, emergency treatment or other services rendered; (10) consumption of food or drink; and/or (11) behavior, death or disease of animals.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness or disease, or

damage to property. **Further, I understand and acknowledge that there may not be trained and certified lifeguards present for this event.**

### **ACCEPTANCE OF RISK AND RESPONSIBILITY**

Being aware that this activity entails risk, I agree, covenant and promise and assume all responsibility or liability and risk for injury, death, illness, disease, or damage to property, arising out of or in any way connected with the participation in this activity to myself. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks. **I hereby certify that I can swim and I am fully capable of participating in this activity.**

### **RELEASE**

I hereby voluntarily release and forever discharge HMH, its agents, officers, directors, volunteers, and employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, loss, damages, injury to persons or property, which are related to, arising out of or in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of HMH, its agents, volunteers and employees, and all other persons or entities, including reasonable attorney's fees and costs incurred.

I further agree, promise and covenant to hold harmless and indemnify HMH, its agents, officers, directors, volunteers, and/or employees, and all other persons or entities for any injury to person or property, death, illness, disease or damage, expenses and costs including reasonable attorney's fees. I further agree, promise and covenant to waive any and all rights, claims, causes of action or rights to a certain claim which I may have or acquire against HMH. I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against HMH, its agents, officers, directors, volunteers and/or employees, and all other persons or entities, for any injury, death, illness or disease, or damage to my property, arising out of or in any way connected with my participation in this activity.

### **ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT**

I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against HMH, its agents, officers, directors, volunteers and/or employees, and other persons or entities, including specifically, but not limited to, claims of negligence in any degree of HMH, its agents, volunteers, and employees.

### **RIGHT TO REFUSE PARTICIPATION**

HMH reserves the right to refuse to allow any person to participate for any reason which is not prohibited by law including, but not limited to, the participant's failure or refusal to comply with any instructions, requirements, rules, regulations, directions, imposed by HMH, its agents, volunteers and/or employees, and/or the applicable regulating agencies.

**AUTHORITY TO BIND MINORS**

If the above named person is a minor or otherwise incapacitated I, the undersigned, represent and warrant to HMH that I am the parent or legal guardian of the above named person and that I am authorized to sign this document on behalf of the person. I consent to the person's participation in these activities with knowledge of and in spite of the risks. I affirm that I have read and understand this document and I agree that the person shall be bound by all of the terms of this agreement, both now and after the person's age of majority or end of any incapacitating condition. I hold harmless and indemnify HMH, its fiduciaries, agents, volunteers and employees for any claims, damages, actions, causes of actions, including reasonable attorney's fees and costs, incurred as a result of my misrepresentation or breach of warranty under this provision.

**NO GUARANTEES; ENTIRE AGREEMENT**

There are no guarantees as to weather and/or water conditions. I understand that this is the entire agreement between myself and HMH and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of HMH, or by me.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY AND AGREE TO BE BOUND BY ITS TERMS.

PARTICIPANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT FULL NAME: \_\_\_\_\_

PARENT OR GUARDIAN'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT FULL NAME: \_\_\_\_\_

ADDRESS OF PARENT OR GUARDIAN: \_\_\_\_\_  
(If different than Participant's) \_\_\_\_\_