



**ELEVATION INNOVATION LABS, LLC (dba COLORADO RELAY)  
PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and  
RELEASE AND INDEMNITY AGREEMENT**

In consideration of the services of Elevation Innovation Labs, LLC (dba Colorado Relay), and each of their respective agents, employees, officers, directors, trustees, affiliates, representatives, sponsors, independent contractors, consulting physicians, beneficiaries including Outward Bound, Inc. Outward Bound Wilderness and Judi's House, and all other persons or entities associated with them (collectively referred to as "Elevation"), participant or volunteers (and parent(s) or guardian(s) of a participant or volunteer under the age of eighteen) acknowledge and agree as follows:

**Acknowledgment and Assumption of Risks**

I understand that participants and parents share the responsibility for participants' safety, for assessing the risks, and for determining the participant's suitability for the Colorado Relay in which he/she will participate. I have fully reviewed all Elevation program information provided to me on the web and in paper. I agree to obey all Elevation rules, regulations, and policies (or have my child obey them). I have (or my child has) no mental or physical problems or limitations that might affect my (or my child's) ability to participate that have not been disclosed to Elevation in writing. I have had the opportunity to ask questions about the program activities and the risks of the program in which I (or my child) will participate.

I understand and acknowledge that the program(s) in which I (or my child) will participate has risks and it is impossible to anticipate every activity in which I (or my child) will engage. The activities may be physically strenuous. These activities may be instructional, educational, or adventurous and may include but are not limited to: driving; vehicle travel; running, jogging, walking and stair climbing on paved and unpaved trails, roads, and highways at elevations between 5,500 feet and 11,600 feet (averaging about 9,000 feet); lifting or carrying heavy objects; and bicycling. I understand that I (or my child) may engage in other activities not listed above. Some activities will be at night. Roads will not be closed to vehicular traffic. Activities will take place in Colorado and may be scheduled or unscheduled, planned or unplanned, mandatory or optional, supervised or unsupervised. In particular, participants may have time alone in remote areas. The planned program may be modified for any number of reasons, including convenience, weather, emergencies or unexpected conditions. I have (or my child has) the option to decline to participate in any activity.

It is impossible to know or list every risk associated with every activity. Some, but not all, of the risks I (or my child) may encounter include: unpredictable or harsh weather; lightning; exposure to high altitude, avalanches and rock fall; rapidly moving water including whitewater and flooding; drowning; wild animals; disease carrying or poisonous insects and animals; dehydration; improper or malfunctioning equipment; being struck by vehicular traffic; slipping, falling or being struck by objects or persons; risks caused or complicated by any mental, physical, or emotional conditions any participant may have; being separated from other participants and leaders for considerable periods; physical contact with other participants; and other natural or man-made hazards. Another risk is the potential misjudgment by Elevation staff, volunteers, other staff members, co-participants or contractors related to my (or my child's) participation, including but not limited to decisions regarding my (or my child's) physical condition and capabilities, weather, water, terrain, route or medical treatment.

I acknowledge that participating in the Colorado Relay (the "Relay") involves inherent risks and other risks, hazards, and dangers including some not listed above that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Furthermore, activities may take place several hours or days from any medical facility and where communication, transportation, or evacuation is subject to delay. I understand that Elevation cannot assure my (or my child's) safety or eliminate all of these risks. I agree to assume all of the risks of the activities of my (or my child's) Elevation program.

**Release and Indemnity Agreement**

I release Elevation from, and agree not to sue Elevation for, any liability, claim, suit, or expense in any way associated with my (or my child's) participation in the Relay or the use of any equipment or facilities in the Relay. Neither I nor anyone acting on my behalf will make a claim against Elevation as a result of any loss, injury, damage, or death suffered by me (or my child). This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of

Elevation to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct) and includes claims for breach of contract or any other type of suit.

The release in the paragraph above shall apply to all Elevation activities. Where such a release is precluded by the National Park Service or some other federal land management agency, the release shall be inapplicable ONLY as to those activities that occur on the lands controlled by those governmental agencies and only to the extent required in writing by such governmental entities. The release shall remain in full force and effect for all activities or any portion of activities which do not transpire on the lands controlled by a governmental agency that prohibits such a release. In addition, the Acknowledgement and Assumption of Risks section above and the indemnity provision in the paragraph below shall apply to all activities regardless of where they take place.

I further agree to defend and indemnify Elevation (to pay or reimburse Elevation for money it is required to pay, including attorneys' fees and costs) with respect to any and all claims brought by or on behalf of my child, a family member, a coparticipant, or any other person for any claims related to my (or my child's) acts or omissions in the program or my (or my child's) use of equipment or facilities, including claims that Elevation owners, staff, or volunteers were negligent. However, I do not agree to indemnify Elevation for claims of gross negligence or willful or wanton conduct.

#### **Additional provisions**

I agree that the substantive law of Colorado governs this document and any dispute or suit I have with Elevation (regardless of the "conflict of law" rules). Any mediation, suit, or other proceeding must be filed or entered into only in Colorado. I agree to pay all attorney's fees and costs incurred by Elevation in defending a claim or suit if the claim or suit is withdrawn or to the extent a court determines that Elevation is not liable for the injury or loss. The assumption of risk, release, and indemnity agreements, and all other provisions in this document supercede any prior agreement I have with Elevation and are intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions, which shall continue in full force and effect. Elevation has permission to use my (or my child's) photo or image for sale or reproduction in any manner it desires, including advertising or display. Elevation reserves the right to remove any participant from the program when staff or instructors believe, in their sole discretion, the participant presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the program. If I am (or my child is) dismissed or departs for any reason, I will be responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies, or otherwise.

**I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT (BOTH PAGES). I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.**

*If participant is under the age of eighteen at the time this document is signed, at least one parent must sign the release in addition to the participant's signing.*

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Participant signature	Date	Print name here	Date of Birth and Age
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Parent or Guardian signature (If participant is under 18 years of age)	Date	Print name here
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Print Team Name (or Volunteer Organization if not associated with a Team)