

# NO BARRIERS USA YOUTH PROGRAMS: EDUCO LEADERSHIP ADVENTURES ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

For Adult Participant or the Parent or Legal Guardian of a Minor Participant

**INTRODUCTION:** Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, "Document") carefully before signing. The adult participant (including but not limited to an attending chaperone or volunteer) must sign this Document. If the participant is a minor (those under 18 yrs. of age; hereafter sometimes "minor" or "child") one of the participant's parents or legal guardians (hereafter collectively "parent") must sign this Document. In consideration of the services of No Barriers USA, a Colorado non-profit corporation, doing business as Educo Leadership Adventures, and its officers, directors, employees, council of advisors, agents, volunteers (including medical advisors) and representatives (individually and collectively referred to in this Document as "NBUSA"), in allowing me/my child to participate in the NBUSA Youth program, I (adult participant or parent of a minor participant) acknowledge and agree as follows:

## **ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:**

NBUSA Youth program Educo Leadership Adventures year-round educational, instructional, adventure and/or recreation activities that I may participate in or assist with (whether attending, observing or actively participating) include risks. Activities take place in Colorado both on and off NBUSA's leased camp premises (hereafter "camp premises") or in other locations in the U.S. Activities (which may be provided or led by NBUSA or school staff, chaperones, volunteers, contractors or others) may include but are not limited to: hiking; backpacking; camping; bouldering or rock/ice climbing (on artificial surfaces or natural rock), use of high or low ropes courses, zip lines or challenge courses (a series of structures of varying heights, on or through which participants may walk, swing and otherwise travel) - all of which can include belaying and rappelling and use of ropes, harnesses and/or other technical gear; whitewater rafting, kayaking, canoeing or other boating; swimming; horseback riding; mountain bicycling, off-road scooters and mountain boards; snowshoeing, skiing and snowboarding; leadership and wilderness first aid or survival skills; teambuilding; interactive games and sporting activities; service work; camp chores including outdoor cooking or building fires; use of any equipment, facilities or premises; and travel (for example) in vans, buses, cars and/or other vehicles (collectively referred to in this Document as "activities"). These activities may be day or multi day, scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during participant's free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as "risks") of these activities can cause injury, damage, death or other loss to participant or others.** The parent of a minor gives permission for their child to participate in all activities (unless otherwise designated during the registration process) and agrees to discuss the nature of these activities and risks with their child. **The following describes some, but not all of the risks:**

**Risks present in an outdoor environment.** These risks include travel in high altitude (7,500 ft. and up or above 14,000 ft.), mountainous or wilderness terrain both on and off trail, and on land or water. Participants' travel may be subject to storms, including rain, lightning, snow or ice; extremely hot or cold weather or water and rapid and unpredictable weather changes; flash floods; mud or rock slides; fast moving (including whitewater) rivers or other water bodies; river crossings; falling or slippery rocks; boulder fields; falling/fallen timber; avalanches; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; the unpredictable nature of wild or domestic animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

**Risks involved in decision making and conduct.** NBUSA staff, contractors or others, including participants, must make various judgments and decisions in a variety of environments that are, by their nature, imprecise and subject to error. These risks include the risk that the participant or a co-participant, NBUSA staff member, contractor, or other person may misjudge the participant's (or others) capabilities, health or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, terrain, water conditions or water level or route location.

**Personal health and participation risks.** The participant's mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in these activities includes risks. Although NBUSA personnel will review requested health and medical information, NBUSA cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition.

**Risks associated with any outdoor or athletic activity.** These risks include the risk that a participant may overestimate his or her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks or trees or encounter other water/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; experience unpredictable animal behavior; fail to negotiate steep, uneven or difficult terrain; not control his or her speed or experience equipment malfunction.

**Risks connected with geographic location.** Activities may take place in remote locations, several hours or up to a day from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Although NBUSA staff or contractors may have access to wireless communication devices, use of these devices in any location is unreliable and inconsistent.

**Equipment risks.** These risks include the risk that equipment used in an activity may be misused, or may break, fail or malfunction. This includes participant's personal equipment, NBUSA equipment or other equipment (whether purchased, borrowed or rented). Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with parent/s of a minor, for choosing appropriate equipment and for the fit and condition of their equipment. NBUSA and/or its contractor/s require use of lifejackets, helmets or other safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

**Cooking and camping risks.** Risks include gas explosion, scalding or other burns associated with being near a stove or open fire. Water contamination is a risk in natural water sources and camp sites may be subject to falling trees and/or branches, floods, wildlife disturbances and other hazards.

**Camp premises risks.** An outdoor climbing wall and high and low ropes/challenge course are located on the premises. Boulders, ruts, slippery walkways, ponds and other water sources, uneven ground or other conditions may exist in and around the premises.

**Free time risks.** Participants will have free or unsupervised time before, during or after activities and at other times. On designated programs, unsupervised time may include free time and/or brief periods of time, stationary, alone and possibly overnight, in the field (solos). During both supervised and unsupervised activities, all participants share in the responsibility for their own well-being.

**Risks regarding conduct.** These risks include the risk that the participant, or other participants or third parties may act carelessly or recklessly.

**The risks may result in participants:** falling partway or falling to the ground or into the water; being struck by, colliding with or impacting objects, people, vehicles, animals or the bottom of a water body; experiencing vehicle/boat collision, capsize or rollover; reacting to high altitudes, 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 heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, hyponatremia, drowning, high altitude sickness (e.g. high altitude pulmonary or cerebral edema), heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, illnesses (including contracting animal/insect borne or contagious diseases), infections, cuts, wounds or other injury, damage, death or loss.

**I (adult participant or parent of a minor participant) further acknowledge and agree:**

- to accurately complete and sign all required forms, abide by the terms of those documents, and obey all NBUSA rules and other policies;
- to review all NBUSA information and materials received, and understand that NBUSA representatives are available should I have further questions about these activities or the associated risks;
- to disclose any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate, and represent that participant is fully capable of participating without causing harm to him/herself or others;
- the information provided above is not complete, other unknown or unanticipated activities, risks and outcomes may exist, and NBUSA cannot assure participant's safety or eliminate any of these risks;
- **if participant is borrowing, renting or purchasing new or used equipment from NBUSA, the equipment comes "AS-IS," and NBUSA disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment;**
- NBUSA contracts with independent contractors (not their employees or agents) to provide or conduct some of the services and activities participants will engage in. NBUSA does not supervise or control these contractors and is not legally liable or responsible for their conduct;
- **Participant is voluntarily participating with knowledge of the risks. Therefore, participant and parent of a minor assume and accept full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of these activities, and for any injury, damage, death or other loss suffered by participant (and parent of a minor) resulting from those risks, including the risk of participant's own negligence or other misconduct.**

#### **RELEASE & INDEMNITY AGREEMENT:**

**Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent for myself and for and on behalf of my participating minor child) agree:**

**1) to release and agree not to sue NBUSA (as defined in this Document) and all other affiliated persons or entities, and NBUSA sponsors, donors and fundraisers, owners of the camp premises, and each of their respective owners, officers, directors, employees, agents, volunteers and representatives (individually and collectively referred to in this Release and Indemnity Agreement as "Released Parties"), with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises. I understand I agree here to waive all claim/s I or my child may have against the Released Parties, bind my/my child's estate and any family member/heir/other party bringing claim/s, and agree that neither I, my child nor anyone acting on my or my child's behalf, will make a claim against the Released Parties as a result of any injury, damage, death or other loss suffered by me or my child;**

**2) to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) the Released Parties, with respect to any and all claim/s:**

a) brought by or on behalf of me, my participating child, spouse or other family member/s, or my/my child's heir/s or estate for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any 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/my child's conduct in the course of participating in these activities, including use of any equipment, facilities or premises.

**This Release and Indemnity Agreement includes claim/s of or resulting from the Released Parties' negligence (but not any of their willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.**

#### **OTHER PROVISIONS:**

**I (adult participant or parent of a minor participant) agree:**

- Colorado substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute I or my child have with NBUSA and all other aspects of my or my child's relationship with NBUSA, contractual or otherwise, and agree that any mediation, suit or other proceeding must be filed or entered into only in Larimer County, Colorado. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator;
- NBUSA reserves the right to dismiss participant from a trip or program if staff believe, in their discretion, participant presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the program. If I/my child departs for any reason, I am responsible for all costs of early departure, whether for medical reasons, dismissal, personal emergencies or otherwise;

- **Photo/statement Authorization:** I authorize NBUSA and/or its partners or other parties it designates, to photograph, film, record and/or otherwise capture my or my child's name, image, voice, verbal or written statement, photograph and/or visual likeness (collectively "images") during the NBUSA youth program, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications and/or for any other informational, promotional or educational use, without compensation to me/my child. These images are the sole property of NBUSA and I waive any inspection or approval rights;
- **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 enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.**

**I agree:** I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and participant's/parent's other family members, heirs, executors, representatives, subrogees, assigns and estate. *The adult participant or the parent or legal guardian of a minor participant (those under 18 yrs. of age) must sign below.*

I understand that my signature is valid and legally binding whether I choose to electronically sign, or sign a printable version of this Document.

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Adult Participant Signature /Date /Print name here

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Parent/Guardian Signature /Date /Print name here  
 (for minor participants (those under 18 yrs. of age))