



Dear Student/Participant and Parents,

The Acknowledgment and Assumption of Risks & Release and Indemnity Agreement represents a part of the High Mountain Institute's (HMI) risk management practices. *Please read the entire Document carefully!*

The "Acknowledgement and Assumption of Risks" section explains some of the activities in which participants will be engaged, some of the inherent and other risks participants may face and possible outcomes. This section contains your acknowledgment, acceptance, and assumption of those risks. We cannot predict every possible scenario; we have simply listed numerous examples. We seek to inform you of the kinds of activities, risks, and possible outcomes participants will be facing. If you have question or concerns, we expect you to contact us.

Why do we not promise a "safe program"? Because a "safe program" would mean not exposing ourselves to any risk. We often expose ourselves to risk by skiing in avalanche terrain, climbing mountains, and splitting firewood. HMI activities, such as these, have inherent and other risks and are part of our programs.

Inherent risks are those that are intrinsic to the activity; without inherent risks an activity loses its essential nature or benefit. For example, the risk of injury from lightning increases as one climbs higher, and is an inherent risk of peak ascents. While we can make judgments about some of the risks and consequences, there is no way to guarantee safety. We strive to make good judgments. However, judgment is not infallible. Misjudgment itself is one of the most significant inherent risks.

The "Release and Indemnity Agreement" section releases and indemnifies HMI from certain claims made against HMI. We do not seek this protection with regard to gross negligence or willful or wanton misconduct. ***We do seek protections from negligence and all inherent or other risks, including misjudgment.***

We seek this protection because of the litigious climate in our society today. The prospect of lawsuits, before judges and juries who may or may not understand HMI programs is a real and significant issue for HMI. We are reserving the right to invoke these documents as we see fit. This is the result of circumstances that neither you nor HMI created. If you are uncertain about the meaning or significance of this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement, you should consult an attorney before signing.

Our hope is that you have confidence that HMI will strive to manage the risks we face and be fair in deciding our responsibility to you (if any) in the event of an accident or loss. If you do not have this confidence, you should not come on a HMI program. Please contact me directly with questions or concerns.

Sincerely,

Justin T. Talbot  
Director of Wilderness Programs and Risk Management





## **Acknowledgment and Assumption of Risks & Release and Indemnity Agreement**

### ***Introduction:***

**Please review this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully before signing. All students/participants (hereafter 'participant' or 'participants') must sign this Document. If the participant is under 18 yrs. of age (hereafter sometimes 'minor' or 'child'), one of the participant's parents or legal guardians (hereafter 'parent/s'), or both parent/s, if available, must also sign.**

High Mountain Institute, Inc., contracts with individuals or organizations who are independent contractors (not employees or agents of High Mountain Institute, Inc.) to conduct certain activities participants may engage in. Although High Mountain Institute, Inc. has made efforts to locate responsible contractors, these contractors work independently. High Mountain Institute, Inc. does not supervise or control these contractors and is not legally liable or responsible for their conduct.

In consideration of the services of the High Mountain Institute, Inc., and its faculty, staff, officers, employees, trustees, advisors, board members, physician advisor, apprentices, volunteers, member schools, independent contractors, and all other persons or entities associated with it (collectively referred to in this Document as 'HMI'), in allowing participant to participate in HMI activities, **participant and parent/s of a minor participant acknowledge and agree as follows:**

### ***Acknowledgment and Assumption of Risks:***

HMI educational, instructional, recreational and/or adventure activities can take place inside or outside Colorado, on and around the HMI premises and in mountainous, wild and remote settings. Participant (and parent/s of a minor participant) acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as 'risks') associated with these activities can cause injury, damage, death or other loss to participant or others. Some, but not all of the activities, which may be mandatory or optional, scheduled or unscheduled (including participant free time), supervised or unsupervised, or occur as independent opportunities (e.g. vacations, special trips, trips with sub-contractors) (collectively referred to in this Document as 'activities') include:

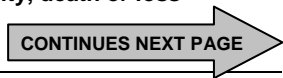
Travel and living in remote wilderness settings	Mountaineering, backpacking, camping, rock climbing, belaying,
Travel in a foreign country	rappelling, skiing, canoeing, whitewater rafting, biking, sports, games,
Rustic living in a rural setting	athletic activities
Chores: splitting firewood, cooking, shoveling snow	Participant leadership opportunities
Use of liquid fuel (gasoline) stoves and lanterns	(by peers & self)
Transportation in 15 passenger vans and other vehicles	Participant activities during class time, free or unscheduled time, or
Wilderness first aid and rescue, real and simulated	any other time
Work or service projects using hand & power tools	Leadership & supervision by apprentices (interns)
Independent travel or solo time (without direct supervision)	Sustained walking, hiking, running, carrying, and lifting

Some, but not all of the risks that participants may or will be exposed to include:

Misjudgments by self, others, or HMI	Failure or misuse of equipment HMI's or participant's (whether
Inappropriate conduct or negligence by self, others, or HMI	participant's own, or borrowed, rented or purchased from HMI)
Participant's mental, physical, or emotional condition/s	Gas explosion or fire, contaminated stream water
(known or unknown, disclosed or undisclosed)	Remote locations, hours or days from help
Unpredictable weather, extreme cold & heat, storms & lightning, rain,	Dangerous road conditions and transportation problems
snow, hail	Falling down or slipping
Unmarked or obscured hazards	Animal hazards: stings, bites, poisoning, & blows
Moving water in streams & rivers, whitewater, difficult stream	Political unrest, unusual/unknown illnesses
crossings	HMI premises risks, including slippery walkways, uneven ground,
High altitudes	use of indoor climbing wall or other risks
Steep slopes, difficult terrain, downed trees	Other risks associated with educational, instructional, recreational &/or
Falling: rocks, ice, snow, branches, and trees	adventure activities.
Snow avalanches, snow slides, & collapsing snow shelters	
Improper hygiene	

These and other activities and risks can result in (for example):

Falls, being struck, or colliding with objects or people	Gastrointestinal problems or allergic reactions
Experiencing vehicle or boat capsize or collision	Dehydration
Drowning	Broken bones, concussions, wounds, cuts, burns
Becoming lost or disoriented	Property damage or loss
Injuries due to heat, cold, altitude, heavy exertion	Heart or lung complications
Illness: long or short term	Mental/emotional trauma, temporary or permanent
	<b>Other injury, damage, permanent disability, death or loss</b>





**I (participant and parent/s of a minor participant) understand, acknowledge and agree:**

- To carefully read all HMI program information received; review, complete and sign the provided forms and paperwork and abide by the terms of those documents (e.g. Enrollment Agreement and Medical Forms).
- HMI staff are and have been available, should I have questions about the nature and physical demands of these activities and associated risks. Parent/s give permission for their child to participate in all HMI activities and agree to discuss the nature of these activities and risks with their child.
- HMI cannot assure participant's safety or eliminate these risks, and all participants share in the responsibility for their own well-being. HMI requires helmets or other safety gear for some activities. Use of safety gear may prevent or lessen injuries in some instances but is not a guarantee of safety, and injuries can occur even with the use of this gear.
- **If participant is borrowing, renting or purchasing new or used equipment from HMI, the equipment comes 'AS-IS', and HMI disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment.** Participant agrees to inspect all equipment before use and notify HMI of any apparent problems or defects with the equipment.
- Information provided here is not complete, and other unknown/unanticipated activities, risks, and outcomes may exist.
- Participant is voluntarily participating, with knowledge of the risks, and can do so without causing harm to himself/herself or others. **Therefore, participant (and parent/s of minors) assume and accept full responsibility for the participant for the inherent or 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 the participant's 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 participating minor child) agree as follows:

**(1) to release and agree not to sue HMI,** 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 HMI activities, use (including rental or purchase) of any equipment, and/or use of any 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 HMI 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) **HMI,** with respect to any and all claim/s: a) brought by or on behalf of me, my child 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 HMI activities, use (including rental or purchase) of any equipment and/or use of any 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 gross negligence, or willful, wanton or criminal misconduct, in the course of participating in HMI activities and/or using any equipment, facilities or premises.

**This Release and Indemnity Agreement includes claim/s resulting from HMI's negligence (but not its gross negligence or 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 warranty or any other claim.**

**Other Provisions:** I (participant and parent/s of a minor participant) agree that Colorado substantive law (without regard to its conflict of laws rules) governs this Document, any dispute I have with HMI and all other aspects of my relationship with HMI, and agree that any mediation, suit or other proceeding must be filed or entered into only in Lake County, Colorado. I will attempt to settle any dispute through mediation before a mutually acceptable Colorado mediator. 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. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law.**

**Participant and parent/s of a minor participant agree:** I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my participating minor child, spouse and other family members, and my heirs, executors, representatives, subrogors and estate.

**Participant and one parent of a minor participant, or both parent/s, if available, must sign below:**

_____	_____	_____
Participant Signature	Date	Print Full Name Here
_____	_____	_____
Parent or Guardian Signature	Date	Print Full Name Here
_____	_____	_____
2 <sup>nd</sup> Parent or Guardian Signature	Date	Print Full Name Here