Acknowledgement and Assumption of Risks & Release and Indemnity Agreement

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 "Activities and Risks" and "Acknowledgement and Assumption of Risks" sections explain some of the activities participants will engage in, some of the inherent and other risks participants may face and possible outcomes, and contains your acknowledgment, acceptance, and assumption of risks. HMI 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 does HMI not promise a "safe program"? Because a "safe program" would mean not exposing participants to any risk. Participants are exposed 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 HMI staff or others can make judgments about some of the risks and consequences, there is no way to guarantee safety. Judgment is not infallible and misjudgment by HMI staff, participants or others is one of the most significant inherent risks.

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

HMI seeks 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. HMI is 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 in HMI. 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

Justin T. Talbot
Director of Wilderness Programs and Risk Management

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Introduction:

Please review this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "Document") carefully before signing. The student/participant (hereafter "participant") must sign this Document. If participant is under 18 yrs. of age (hereafter sometimes "minor" or "child"), one of the participant's parents or legal guardians, or both (hereafter collectively "parent/s"), if available, must also sign. In consideration of the services of the High Mountain Institute, Inc., and its officers, trustees, advisors, board members, employees (including faculty and other staff), agents, representatives, physician advisors, apprentices, volunteers, member schools and all other persons or entities affiliated with it, and its independent contractors (individually and collectively referred to in this Document as "HMI"), **I (participant and parent/s of a minor participant) acknowledge and agree as follows:**

Activities and Risks:

Participating (whether attending, observing or actively participating) in HMI educational, instructional, recreational and/or adventure activities includes risks. Activities can take place in Colorado, including on and around the HMI premises, or in other locations in the U.S. or in foreign countries. I 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, 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 mountainous, wilderness and remote settings
- Rustic living in a rural setting
- Chores: splitting firewood, cooking, shoveling snow
- Use of liquid fuel (gasoline) stoves and lanterns
- Transportation in 15 passenger vans and other vehicles
- Wilderness first aid and rescue, real and simulated
- Work or service projects using hand & power tools
- Independent travel or solo time (without direct supervision)
- Mountaineering, backpacking, camping, rock climbing, belaying, rappelling, skiing, canoeing, whitewater rafting, biking, swimming, horseback riding, sports, games, athletic activities
- Participant leadership opportunities (by peers or self)
- Participant activities during class time, free, unscheduled and/or independent time, or any other time
- Leadership & supervision by HMI staff, apprentices (interns) or sub- contractors
- Sustained walking, hiking, running, carrying, and lifting
- Use of any equipment, facilities or premises

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

- Misjudgments by self or others, including HMI staff
- Inappropriate conduct or negligence by self, others, or HMI staff
- Participant's mental, physical, or emotional condition/s(known or unknown, disclosed or undisclosed)
- Unpredictable weather, extreme cold & heat, storms & lightning, rain, snow, hail
- Unmarked or obscured hazards on land or in water
- Moving water in streams & rivers, whitewater, difficult stream crossings
- High altitudes up to or above 10,000 feet
- Steep slopes, difficult terrain, downed trees
- Falling: rocks, ice, snow, branches, and trees
- Snow avalanches, snow slides, & collapsing snow shelters
- Improper hygiene
- Failure or misuse of equipment (whether participant's own, or borrowed, rented or purchased from HMI or other source)
- Gas explosion or fire, contaminated water or food
- Wireless communication devices that are unreliable in all settings
- Remote locations, hours or days from help causing delays or complications in communication, evacuation or medical care
- Dangerous road or travel conditions and transportation problems
- Falling down or slipping
- Animals, insects or microorganisms: stings, bites, poisoning, & blows
- HMI premises risks, including slippery walkways, uneven ground, use of indoor climbing wallor other risks
- Other risks associated with educational, instructional, recreational &/or adventure activities.

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

- Falls, being struck, or colliding with objects or people
- Experiencing vehicle or boat capsize or collision
- Drowning
- Becoming lost or disoriented
- Injuries due to heat, cold, altitude, heavy exertion
- Unusual/unknown or known Illness, infection or disease: long or short term, including animal/insect borne or contagious diseases
- Gastrointestinal problems or allergic reactions
- Dehydration
- Broken bones, concussions, wounds, cuts, burns
- Property damage or loss
- Heart or lung complications
- Mental/emotional trauma, temporary or permanent
- Other injury, damage, permanent disability, death or loss

I (participant and parent/s of a minor participant) further acknowledge and agree:

- To read all HMI information received; review, complete and sign the required 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 the 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;
- High Mountain Institute, Inc. contracts with individuals or organizations who are independent contractors (not its employees or agents) to conduct some of the activities participants may engage in. High Mountain Institute, Inc. does not supervise or control these contractors and is not legally liable or responsible for their conduct;
- 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.

***Acknowledgment and Assumption of Risks*:**
Information provided above is not complete, other unknown or unanticipated activities, risks or outcomes may exist and HMI cannot assure participant's safety or eliminate any of these risks. All participants share in the responsibility for their own well-being. **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 a minor) assumes and accepts full responsibility for participant for the inherent and other risks (both known and unknown and described above or otherwise) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of a minor) resulting from those risks, including the risk of 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 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, 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 HMI, 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 HMI as a result of any injury, damage, death or other loss suffered by me/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, my 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 HMI 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 gross negligence, or willful, wanton or criminal misconduct, in the course of participating in HMI activities, including use of any equipment, facilities or premises.

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This Release and Indemnity Agreement includes claim/s of or 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/my child have with HMI and all other aspects of my/my child's relationship with HMI, contractual or otherwise, 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 legally binding upon me, my spouse, participating minor child and other children, and parent/s/participant's other family members, heirs, executors, representatives, subrogors, assigns and estate. ***Participant must sign below. If participant is a minor (under 18 yrs. of age), one parent or legal guardian, or both parent/s, if available, must also sign below.***

Participant Name (printed):_____ Participant Signature:_____ Date:_____

Parent/Guardian Name (printed):_____ Parent/Guardian Signature:_____ Date:_____

2nd Parent/Guardian Name (printed): _____ 2nd Parent/Guardian Signature: _____ Date:_____