

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

I acknowledge that I have requested participation in a Great Old Broads for Wilderness event (hereinafter "Great Old Broads."). It should be noted, that Great Old Broads is primarily a grassroots organization that relies on volunteers to lead/facilitate events. I understand that participation in outdoor recreational activities, including, but not limited to, hiking, camping or field trips can be dangerous. I hereby freely make the following contractual representations and agreements:

**1. ASSUMPTION OF RISK:** I am fully aware of the risks inherent in participating in events with other people, which may lead to the spread of illness, such as COVID-19, Influenza, the Norovirus, and more. I understand that each individual, including myself, is responsible for following the guidelines and all safety mandates (federal, state, and local) and thereby caring for one's self and for other participants. I am also fully aware of the risks and hazards inherent in participating in recreational activities with Great Old Broads for Wilderness. Such risks and hazards include, but are not limited to, rough terrain, narrow trails, high altitude, hot and cold weather, wild animals and plants, illness, or injury in areas remote from medical facilities, the forces of nature and acts of God, rough water, sharp or dull tools, rolling rocks and travel by boat, vehicle, or animal conveyances. I further understand there is the possibility of death or serious physical or mental trauma or injury (e.g., paralysis) associated with outdoor recreational activities. **I hereby freely accept the risk** involved in participating in this event including any risks caused by the negligence of Great Old Broads, its employees, volunteer staff, directors, officers, and other Event participants.

**2. STOP THE SPREAD OF ILLNESS:** If I have COVID-19, RSV, or another highly infectious virus, become ill immediately prior to the event, have a fever at the start of the event, or have recently been exposed to someone infected with a highly infectious virus, I will not attend a Great Old Broads activity.

- If anyone becomes ill with COVID-19 within 10 days after a Broads event, they should contact the Broads national office and Broadband Activity Leader. Similarly, if anyone finds they were in contact with someone who tested positive for COVID-19 or is at least showing symptoms of COVID-19 and this contact was made within 2 weeks before the Broads event, they should contact the Broads national office and Broadband Activity Leader.

**3. MY HEALTH & INSURANCE:** I understand that if rescue, and/or evacuation, is necessary, the costs are not covered by Great Old Broads or the event and that I, or my estate, will bear responsibility for the cost of any evacuation procedures utilizing an ambulance, helicopter, or rescue team and any type of related medical care. I affirm that I have adequate and applicable health and/or accident insurance which will cover the cost of reasonable and appropriate health care for any injury or illness I may experience while participating in the Event identified herein or other related activities or that I assume responsibility for these expenses.

**4. RELEASE OF LIABILITY:** In consideration for my being permitted to participate in this Event, I agree to assume all risks for illness, injury or death and agree not to sue and to release, waive and discharge FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to my person or property, even injury resulting in death, whether caused by the negligence of Great Old Broads, its directors, officers, employees, agents, volunteer staff and other persons or entities involved in this Event ("the Released Parties"), which may arise in connection with my participation in the Event identified above or related activities, to the fullest extent permissible under the law. This release extends to claims based on negligence, but does not extend to claims for gross negligence, or intentional or reckless misconduct.

**5. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE:** I promise to INDEMNIFY, HOLD FOREVER HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the event and in accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees, which they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator, or guardian will be obligated to respect and enforce them.

**6. SEVERABILITY:** I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified to partially enforce to the maximum extent permitted by law to carry out the purpose of the agreement.

**7. APPLICABLE LAW, FORUM & ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the laws of the state of Colorado, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Event shall be brought only in the state of Colorado, and I agree to the jurisdiction and venue of the District Court of La Plata County, Colorado or in the US District Court for the District of Colorado, in Durango, Colorado, for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all costs, disbursements and attorney's fees of the prevailing party and costs of the parties seeking to uphold the agreement.

**8. PHOTO RELEASE:** I hereby consent that any photograph, video, or digital image in which I appear may be used without compensation to me for the purposes of publicity or advertising, such as catalogues, flyers, and news stories.

*I have carefully read this Release of Liability, Assumption of Risk, and Indemnification Agreement before voluntarily signing it. No oral representations, statement, or other inducements to sign this release have been made apart from what is contained in this document. By signing this agreement, I acknowledge that it shall be effective and binding upon me, my family, heirs, next of kin, administrators, executors, representatives, and my estate.*

**If the participant is a minor under 18:** *I hereby certify that I am the adult parent or guardian of the participant, a minor child under the age of eighteen years, and I consent to his/her participation in this activity.*

\_\_\_\_\_  
[Signature of Participant (or Parent/Guardian if under 18)]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Printed Name of Participant or Participant]

