

FREE SPIRIT COLORADO PBC

MODEL RELEASE & WAIVER AND RELEASE OF LIABILITY

MODEL RELEASE

I, _____ ("Participant"), for good and valuable consideration, the receipt of which is acknowledged, authorize Free Spirit Colorado PBC ("Free Spirit Colorado") and subsequent assignees, successors, licensees and representatives to use photographs of me and/or my property and to publish them (with or without my name, company name, or with a fictitious name) in any and all forms and media and in all manners including composite images or distorted representations, and for the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in digital form on CDs or internet websites), for any lawful product or services, or other lawful uses as determined by Free Spirit Colorado. I also waive any and all rights to review or approve any uses of the images, related written copy and finished product.

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in any day and/or overnight excursion sponsored in whole or in part by Free Spirit Colorado (the "Activity") and as consideration for the right to participate in any Activity, I knowingly and voluntarily enter into this Waiver and Release of Liability and do hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in any Activity, and do hereby release and forever discharge Free Spirit Colorado PBC, located at 116 N 30th St, Colorado Springs, Colorado 80904, its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS OF MY PARTICIPATION IN THIS ACTIVITY, BOTH KNOWN AND UNKNOWN TO ME, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Free Spirit Colorado against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Free Spirit Colorado incurs any of these types of expenses, I agree to reimburse Free Spirit Colorado. I acknowledge that Free Spirit Colorado, its directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Free Spirit.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators and strangers at Activity locations. I acknowledge that I am solely responsible for providing and funding my own food, water, sunscreen, proper clothing, camping gear, or anything else that might be necessary for my well-being while participating in any Activity, using my own common sense and judgment as well as information provided by Free Spirit Colorado PBC as to what items may be deemed necessary or helpful for each Activity. Furthermore, I will not hold Free Spirit Colorado responsible for errors, omissions, acts or failures to act of any party or entity conducting an Activity on behalf of Free Spirit Colorado.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Free Spirit Colorado, its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs during an Activity as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to indemnify Free Spirit Colorado in any legal action and to be held personally liable for any and all costs associated with any actions of neglect or recklessness.

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This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant named above and Free Spirit Colorado agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Model Release & Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS MODEL RELEASE & WAIVER OF RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE FREE SPIRIT COLORADO AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST FREE SPIRIT COLORADO FOR USE OF PHOTOGRAPHS OF ME AND/OR MY PROPERTY, PERSONAL INJURY OR PROPERTY DAMAGE.

EMERGENCY CONTACTS

In the event of an emergency, please contact the following person(s) in the order presented:

#1 Emergency Contact _____

#2 Emergency Contact _____

Contact Relationship _____

Contact Relationship _____

Contact Telephone _____

Contact Telephone _____

PARTICIPANT SIGNATURES

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this Model Release and Release of Liability. I certify that I have read these agreements, that I fully understand its content, and that this release cannot be modified orally.

Participant's Name _____

Telephone Number _____

E-mail Address _____

Signature _____

Date _____

PARENT / GUARDIAN WAIVER FOR MINORS (Required for all Participants under the age of 18)

I hereby certify that I am the parent or guardian of _____, the participant named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name _____

Relationship to Minor _____

Telephone Number _____

E-mail Address _____

Signature _____

Date _____