



FORM A: WAIVER & RELEASE OF LIABILITY

ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

Name:	Course / Activity:
Date of Birth:	Instructor / Activity Coordinator:
Phone #:	Date(s) of Course / Activity:
CMC Student ID#:	Student's CMC Email:
Emergency Contact Name:	Emergency Contact Phone #:

I wish to participate in the above activity (the "Activity") at Colorado Mountain College (CMC). I voluntarily and knowingly choose to participate in this Activity despite its risks. In consideration for being permitted to participate in the Activity, I agree as follows:

- Risks.** I understand that the Activity involves various risks, hazards and dangers, including risks of physical injury, disability, or death and risk of loss of use or damage to my personal property. I also understand that injury or loss may result from unknown or unexpected risks resulting from use of equipment, materials, or facilities; from the activity itself; from travel away from CMC campuses; from environmental conditions; from the acts or omissions of others; from the unavailability of immediate emergency medical care; or from any other cause.
- Assumption of Risks.** Knowing the risks, I **HEREBY ASSUME ALL RISKS** that may arise out of or result from the Activity, including but not limited to the risks described above.
- Release, Waiver, Indemnity.** I **HEREBY RELEASE, WAIVE, DISCHARGE, INDEMNIFY, DEFEND, HOLD HARMLESS, AND AGREE NOT TO SUE** COLORADO MOUNTAIN COLLEGE, A LOCAL COLLEGE DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS, INSTRUCTORS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ANY STUDENTS ACTING AS LEADERS, ORGANIZERS OR EMPLOYEES, FROM , FOR, OR AGAINST ANY LIABILITY, CLAIM, DEMAND, SUIT, OR CAUSE OF ACTION OF ANY KIND, FOR ANY PROPERTY DAMAGE, LOSS OR THEFT, PERSONAL INJURY, DEATH, OR DISABILITY, OR OTHER LOSS OR EXPENSE OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITY, EXCEPT ONLY FOR DAMAGE, INJURY, OR LOSS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CMC.
- Personal Responsibility for Safety, Policies and Procedures.** I understand and agree that safety is a shared responsibility, and as a participant, I have a duty to act with reasonable caution, to be observant of unsafe conditions, to report any unsafe conditions to CMC, and to follow all CMC safety and other rules, standards, and instructions for the Activity.
- Prerequisite Skills/Abilities.** I affirm that I have the prerequisite skills, knowledge, and physical ability necessary to properly and safely participate in the Activity and to use the equipment and facilities involved in the Activity. If I have any questions or concerns about my abilities to participate in the Activity safely, I will ask CMC staff.
- Health and Medical Insurance.** I certify that I have no medical or health-related problems that would preclude or restrict my participation in this Activity. I acknowledge that I am solely responsible for any and all costs of medical treatment or evacuation costs required by me or on my behalf, I agree to pay for such medically related treatment and evacuation services, and I assume all risks of such expenses.
- Consent for Emergency Treatment.** In the event I am injured or become ill during the Activity, I authorize CMC to administer basic first aid, authorize or obtain appropriate medical care and treatment for me, to make medical decisions in my behalf, to place me in the care of a local medical doctor, or to place me in a hospital for any necessary medical treatment, all at my expense.
- General Provisions.** This Release shall be construed in accordance with the laws of Colorado.

I hereby acknowledge that I have fully read and understand this Release, and I agree to be bound by it. I realize it relates to surrendering and releasing valuable legal rights. I sign it knowingly and voluntarily and of my own free will.

I affirm that I am at least eighteen (18) years of age and fully competent to sign this Release, or if not, my parent or guardian is also signing this Release below.

STUDENT/PARTICIPANT: _____
Signature Date



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Minor Student/Participant – Under 18, Additional Signatures Required

A. I am the Parent/ Guardian of Student/Participant who is under eighteen years of age and am fully competent to sign this Agreement. I give permission for Student/Participant to participate in the above-referenced Activity. I execute this release voluntarily and knowingly for full, adequate and complete consideration fully intending for myself, the Student/Participant, and for Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

PARENT/GUARDIAN:

Print Name

Signature

Date

B. I, the Course Instructor agree to allow the above named minor Student/Participant to participate in the above named Activity. I further acknowledge and certify that I have consulted with the Academic Supervisor and that he/she also gives approval to allow the Student/Participant to participate in the above named Activity and that College policy concerning participating minors have been followed.

COURSE INSTRUCTOR:

Print Name

Signature

Date