

COLVIG SILVER CAMPS

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND WAIVER OF CLAIMS FOR MINORS

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS.

In consideration for my child being permitted to participate in camping activities at Colvig Silver Camps, I (we), _____
parent(s) or guardian(s) of _____
and my child, agree to the following provisions by signing this document:

Acknowledgment of Risks

I understand that there are numerous risks associated with participation in any camping activities, including but not limited to horseback riding, backpacking, mountaineering, out-camping, archery, riflery, skeet/trap, ropes course, technical climbing, river tubing, river rafting, mountain biking, crafts, canoeing, hiking, athletics, and transportation to and from camp activities. Many, but not all, of these risks are inherent in these and other activities.

These risks, which contribute to the unique character and desirability of the activities involved, pose the possibility of severe injury, illness, or death. I further understand that the activities involved will take place in an outdoor environment in mountainous or desert terrain. For this and other reasons, the risks cannot be eliminated, altered, or controlled. Some, but not all, of the specific risks include:

Weather conditions, which may change rapidly and unpredictably, and may cause injury directly (for example, rain or hail storms, lightning strikes, cold or hot temperatures and the like) or by acting upon other factors (for example, performance of equipment may be impaired by weather conditions).

Equipment used in the activity may break, fail, or malfunction, despite reasonable maintenance and use. Some of the equipment used in activities may inflict injuries, even when used as intended. Persons using equipment may lose control of such equipment and cause injury to themselves or others, and the like.

Most activities take place in a natural environment, where unexpected, unseen and unmarked objects, conditions and hazards create risk of injury or death from falling, tripping, slipping, insect or animal contact, unstable surface conditions, falling rocks and objects, potentially harmful vegetation, and the like.

Horses, which are involved in some activities, are sometimes unpredictable, may act in unexpected ways, and may respond in unexpected ways to such things as sounds, movement, unfamiliar objects, persons, other animals, automobiles, and weather conditions. Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

Activities near or in the water, such as rafting, canoeing, tubing, fishing, hiking, horseback riding, and the like, involve risk of injury, illness, or fatality. Because they are in a natural environment, lakes, ponds, streams, rivers, and creeks present risks of water movement, subsurface conditions, cold water temperatures, water impurities, and the like. There is also a risk of falling out of or being struck by a watercraft.

Counselors and guides use their best judgment in determining how to react to circumstances, including weather, terrain, water conditions, character of an animal, and other unpredictable natural phenomena. The counselors and guides may misjudge such circumstances, an individual's capabilities, and the like.

Motor vehicle accidents may occur in the course of transporting camp participants to or from other activities.

These are some, but not all, of the risks inherent in camping activities; a complete listing of inherent and other risks is not possible. There are also risks that cannot be anticipated.

I give my permission for my child to participate in all camp activities, including those described above. I acknowledge and assume the risks involved in these activities, and for any damage, illness, injury, or death resulting from such risks, for my child and myself. **In signing this document, I certify that there are no physical, emotional, or mental problems or limitations associated with my child's participation in camp activities, except as disclosed by me in writing to Colvig Silver Camps.**

Release, Waiver of Liability, and Indemnification

By signing this document I certify that I have the authority to enter into this agreement on behalf of my child and on behalf of any other parent or guardian of my child, and, on behalf of myself and my child, hereby release, and waive any claim of liability against, Colvig Silver Camps and its employees and agents, with respect to any injury, illness, damage, death, occurring to my child while he/she participates in any and all camp programs and activities.

I hereby agree to indemnify and hold harmless Colvig Silver Camps and its employees and agents with respect to any claim asserted by or on behalf of my child as a result of injury, illness, damage or death.

I expressly agree that this release, waiver of liability, and indemnification agreement is intended to be as broad and inclusive as permitted by the laws of the state of Colorado, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

Governing Law

I agree that this document, and all other aspects of my and my child's relationship with Colvig Silver Camps and its agents and employees, shall be governed by the laws of the state of Colorado. Further, I agree that any legal proceeding concerning such relationship must be filed exclusively in the state of Colorado.

I HAVE READ AND UNDERSTAND THE ABOVE, AND AGREE TO BE BOUND BY THE TERMS OF THIS DOCUMENT.

Parent's Signature _____

Date _____

Camper's Signature _____

Date _____