

Waiver and Liability Release Agreement

As a participant in activities involving Trails 2000 (T2K) and The Colorado Trail Foundation (CTF), I agree to the following waiver and release:

I, _____, acknowledge that backcountry travel, activities and work projects have
(please print)
risks, hazards and dangers that cannot be eliminated, particularly in a wilderness environment in mountainous terrain. **I understand that these risks, hazards, and dangers, which may cause disability, injury and death, include without limitation:**

- risks from activities in areas where no outside services are available or provided; where rescue and medical services are limited and slow, if available at all; where trail or road conditions vary, are not maintained, and are unpredictable and changeable; where weather also is unpredictable and changeable; and where injuries could include, but are not limited to, cuts, wounds, contusions, broken bones, sprained muscles, animal or insect bites/stings, exposure, dehydration, hypothermia, frostbite, and head injuries;
- risks involved in decision-making and route-finding in a wilderness environment; getting lost resulting in dehydration, hypothermia, or frostbite,
- other risks, hazards, and dangers common to wilderness travel and outdoor activities that include, but are not limited to, trail construction and repair, camping, cooking, hiking, climbing, mountaineering, and backpacking.

I have read and understand the information provided by T2K and the CTF about the activities, work projects, and travel to and from such activities. I also understand that I have a responsibility for my own safety and the safety of others as a backcountry user.

***** **Please initial here** _____

I understand that participation in the travel, activities and projects of T2K and the CTF require good physical condition. I and/or my family, including my minor children, who are fully capable of participating in T2K and the CTF activities and willingly assume the risk of injury as my/our responsibility, including the loss of control or balance in walking, hiking, or climbing; weather; collision with trees, rocks, or other obstacles, whether obvious or not obvious. **I am voluntarily participating in activities and projects of the T2K and the CTF with full knowledge of the risks, hazards and dangers involved.**

***** **Please initial here** _____

By my signature, for myself, my family (including minor children), my estate, and my heirs, I hereby **knowingly and intentionally release, indemnify and hold harmless T2K and the CTF**, the directors, officers, service providers, independent contractors, agents, employees, and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including attorneys' fees) and **negligence** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, disability, or death to me or my property as a result of my participation in the activities and projects of T2K and the CTF, the use of its information or services and traveling in a wilderness environment in mountainous terrain, whether such damage, loss, injury, disability, or death results from **negligence** of T2K and the CTF, the directors, officers, service providers, independent contractors, agents, employees, or volunteers or from some other cause. I further agree not to sue T2K and the CTF, the directors, officers, service providers, independent contractors, agents, employees, and volunteers as a result of any damage, loss, injury, disability, or death that may occur while participating in its activities or projects. Also, I authorize the T2K and the CTF, and or parties designated by T2K and the CTF, to use my or my child's photo for sale or reproduction in any manner T2K and the CTF desire, for advertising, display, audio visual, or other use.

I am over 18 years of age. **Yes / No** Initial here _____ **(Parents signature and completion of back page also required if under 18)**

SIGNATURE _____ **DATE** _____ **EMAIL** _____

NAME (print) _____ **ADDRESS** _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** _____

Indemnification Agreement for Participants Under 18 Years of Age

NAME OF PARTICIPANT: _____
(please print)

For the minor named above who will participate in activities of Trails 2000 (T2K) and The Colorado Trail Foundation (CTF) in mountain regions of Colorado, I agree to the following waiver, release and indemnification:

The undersigned parent or guardian of said minor, for themselves and on behalf of said minor, joins in and agrees to the provisions of the "Liability Release Agreement" and hereby stipulates and agrees to save harmless, indemnify, and forever defend T2K and the CTF, the directors, officers, service providers, independent contractors, agents and employees, from and against any claims, actions, demands, expenses, liabilities (including attorneys' fees) and **negligence** made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in travel, activities and projects of T2K and the CTF, including the result of said minor's participation in the travel, activities and projects of T2K and the CTF, including without limitation, his or her use of property and facilities of T2K and the CTF, his or her participation in specific activities of T2K and the CTF, or his or her travel to and from the site of such activities.

SIGNATURE of Parent or Guardian _____ Date _____

ADDRESS _____ CITY _____

(please print)

STATE _____ ZIP _____ PHONE _____