



PARTICIPANT ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

Ritt Kellogg Memorial Fund Grant Recipients

INTRODUCTION

PLEASE READ THIS ENTIRE ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT (HEREAFTER 'DOCUMENT') CAREFULLY BEFORE SIGNING. ALL RITT KELLOGG MEMORIAL FUND GRANT RECIPIENTS, OR OTHER INDIVIDUALS ATTENDING RITT FUNDED TRIPS OR ACTIVITIES (HEREAFTER SOMETIMES 'PARTICIPANT(S)') MUST SIGN THIS DOCUMENT.

The Ritt Kellogg Memorial Fund (hereafter the 'Ritt Fund') was founded in 1993 in honor of Peter Rittenhouse Kellogg Jr., to encourage Colorado College students in their pursuit of conscientious and responsible wilderness expeditions and education. Students can apply for Ritt grant funds to undertake wilderness expeditions, receive wilderness medical or other outdoor skills training or experience, or to donate books to the college's Tutt Library.

ALTHOUGH RITT FUND STAFF AND VOLUNTEERS LOOK TO CRITERIA TO REVIEW GRANT APPLICATIONS AND STRIVE TO SELECT RESPONSIBLE PARTICIPANTS TO RECEIVE RITT GRANT FUNDS, COLORADO COLLEGE AND RITT FUND STAFF AND VOLUNTEERS DO NOT OVERSEE, SUPERVISE OR TAKE RESPONSIBILITY FOR ANY ASPECT OF THE EXPEDITION OR OTHER ACTIVITIES THAT PARTICIPANTS CHOOSE TO UNDERTAKE. IN ADDITION, COLORADO COLLEGE AND RITT FUND STAFF AND VOLUNTEERS CONTRACT WITH INDIVIDUALS OR ORGANIZATIONS THAT ARE INDEPENDENT CONTRACTORS (NOT EMPLOYEES OR AGENTS OF COLORADO COLLEGE AND/OR RITT FUND STAFF AND VOLUNTEERS) TO CONDUCT CERTAIN TRAINING COURSES THAT PARTICIPANTS MAY CHOOSE OR BE REQUIRED (AS A PREREQUISITE TO THEIR EXPEDITION) TO TAKE. ALTHOUGH REASONABLE EFFORTS HAVE BEEN MADE TO LOCATE RESPONSIBLE CONTRACTORS, COLORADO COLLEGE AND RITT FUND STAFF AND VOLUNTEERS DO NOT SUPERVISE OR CONTROL THESE CONTRACTORS AND ARE NOT RESPONSIBLE FOR THEIR CONDUCT.

In consideration of the services of The Colorado College, a Colorado non-profit corporation, and Ritt Fund staff and volunteers, and each of their respective agents, employees, officers, directors, trustees, representatives, independent contractors, volunteers, and all other persons or entities associated or affiliated with them (collectively referred to in this Document as 'CC'), I acknowledge and agree as follows:

ACKNOWLEDGMENT & ASSUMPTION OF RISKS

Participant may engage in outdoor or wilderness adventure and recreation activities and instruction as part of their own expedition, and/or, through programs, trips or classes provided by CC staff or contractors and/or other individuals or organizations. These activities can take place both on or off campus. and in both the United States and foreign countries. Activities may include, but are not limited to: backpacking, camping, mountain climbing (including technical rock and ice climbing), glacier travel, hiking, skiing, rafting, canoeing, kayaking, sailing, swimming, wilderness medical or other adventure training classes and courses, and transportation or travel to and from activities (referred to in this Document as 'activities' or 'these activities'). **I ACKNOWLEDGE THAT PARTICIPATING IN THESE ACTIVITIES INVOLVES INHERENT AND OTHER RISKS, HAZARDS AND DANGERS THAT CAN CAUSE OR LEAD TO INJURY, PROPERTY DAMAGE, ILLNESS, MENTAL OR EMOTIONAL TRAUMA, DISABILITY OR DEATH TO ME OR OTHERS. THE FOLLOWING INCLUDES SOME, BUT NOT ALL OF THOSE RISKS, HAZARDS AND DANGERS:**

RISKS PRESENT IN AN OUTDOOR OR WILDERNESS ENVIRONMENT ON LAND OR WATER. These risks include travel in high altitude, mountainous and/or wilderness terrain both on and off trail. Travel can be subject to storms, strong winds, currents, waves, whitewater, lightning, rapidly moving rivers or other water bodies, flash floods, stream crossings, snow and ice, avalanches, crevasses, extremely hot, humid or cold weather or water, falling rocks, falling or fallen timber, wild animals, disease carrying or poisonous animals or insects and other natural or man-made hazards or dangers. Hazards (both on land and above and below water level) may not be marked and weather can be unpredictable year-round.

RISKS IN DECISION MAKING AND CONDUCT, including, without limitation, the risk that I, my expedition partner, or a co-participant, instructor or other individual may misjudge my, their, or another individual's capabilities, health or physical condition, or some aspect of instruction, weather, terrain, water level, route location or medical treatment.

Participant's initials _____

Parent's initials _____



PERSONAL HEALTH AND PARTICIPATION RISKS. The risk that my or a co-participant's mental, physical or emotional condition (either known or unknown, disclosed or undisclosed) combined with participation in these activities could result in injury, damage, death or other loss.

THE RISK THAT EQUIPMENT USED in any activity may be misused, or may break, fail or malfunction.

ACTIVITIES MAY TAKE PLACE IN REMOTE PLACES, several hours or days from any medical facility, causing potential delays or difficulties with communication, transportation, evacuation and medical care.

RISKS CONNECTED WITH COOKING AND CAMPING CHORES. Participants may cook over a gas stove or an open fire and are subject to the risk of gas explosion or burn. Water may be contaminated and should be disinfected before use.

RISKS ASSOCIATED WITH TRANSPORTATION. Travel can be on foot or by vehicle boat or other means and can be over rough and unpredictable terrain or via oceans or rivers, with wind, rain, or other adverse weather conditions.

RISKS REGARDING CONDUCT, including the potential that I, or other participants or third parties (e.g. general public, rescue squad, medical facility) may act carelessly or recklessly.

OTHER RISKS, HAZARDS AND DANGERS THAT are generally associated with outdoor and/or wilderness expedition, educational and adventure activities.

THESE AND OTHER RISKS, HAZARDS AND DANGERS MAY RESULT IN PARTICIPANTS: FALLING PARTWAY OR FALLING TO THE GROUND, BEING STRUCK, COLLIDING WITH OBJECTS, PEOPLE, OR THE BOTTOM OF A LAKE OR OTHER WATER BODY, EXPERIENCING VEHICLE OR BOAT COLLISION OR CAPSIZE, GETTING CAUGHT OR ENTANGLED IN OBJECTS ABOVE OR BELOW WATER, DROWNING, REACTING TO WEATHER CONDITIONS, HIGH ALTITUDE OR INCREASED EXERTION, SUFFERING GASTRO-INTESTINAL COMPLICATIONS OR ALLERGIC REACTIONS, BECOMING LOST OR DISORIENTED, OR EXPERIENCING OTHER PROBLEMS. THESE AND OTHER CIRCUMSTANCES MAY CAUSE HYPERTHERMIA, HYPOTHERMIA, FROSTBITE, DEHYDRATION, HIGH-ALTITUDE SICKNESS OR ILLNESS, SUNBURN OR OTHER BURNS, HEART OR LUNG COMPLICATIONS, CONCUSSIONS, PARALYSIS OR OTHER DISABILITY, MENTAL OR EMOTIONAL TRAUMA, BROKEN BONES, WOUNDS, OR OTHER INJURY, DAMAGE, DEATH OR LOSS.

I ACKNOWLEDGE:

- I have accurately completed the Ritt Fund application, agreement and other forms, if applicable, (and agree to abide by the terms of those documents), and have reviewed and understand all Ritt Fund information and materials received;
- I am fully capable of participating in these activities without causing harm to myself or others;
- Ritt Fund representatives are, and have been available, should I have further questions about the Ritt Fund grant criteria and/or the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities.
- CC and Ritt Fund staff, volunteers or other representatives cannot guarantee or assure my safety or eliminate any of these risks:
- **IF I AM RECEIVING RITT GRANT FUNDS TO COMPLETE MY OWN WILDERNESS EXPEDITION, OR ATTENDING A RITT FUNDED EXPEDITION, I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR EVERY ASPECT OF THE EXPEDITION, INCLUDING BUT NOT LIMITED TO SELECTION OF THE EXPEDITION LOCATION, ANY EVALUATION AND UNDERSTANDING OF INHERENT AND OTHER RISKS, ALL ASPECTS OF PHYSICAL CONDITIONING, TRIP PLANNING AND EMERGENCY RESPONSE PLANS, AND ALL ASPECTS OF MY WELL-BEING AND SAFETY. IF I AM RECEIVING RITT GRANT FUNDS TO ATTEND ANOTHER ORGANIZATION'S PROGRAM, I UNDERSTAND THAT CC AND RITT FUND STAFF AND VOLUNTEERS ARE NOT ASSOCIATED OR AFFILIATED WITH THESE OUTSIDE ORGANIZATIONS, AND THAT I AM RESPONSIBLE FOR INDEPENDENTLY REVIEWING AND SELECTING THESE OUTSIDE ORGANIZATIONS AND ASSOCIATED PROGRAMS.**

I AM VOLUNTARILY PARTICIPATING WITH KNOWLEDGE OF THE RISKS AND ASSUME AND ACCEPT FULL RESPONSIBILITY FOR THE INHERENT AND OTHER RISKS (BOTH KNOWN AND UNKNOWN) OF THESE ACTIVITIES, AND FOR ANY INJURY, DAMAGE, DEATH OR OTHER LOSS SUFFERED BY ME, RESULTING FROM THOSE RISKS AND/OR RESULTING FROM MY OWN NEGLIGENCE OR OTHER MISCONDUCT.

Participant's initials _____
Parent's initials _____



RELEASE AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY. THIS RELEASE AND INDEMNITY AGREEMENT CONTAINS A SURRENDER OF CERTAIN LEGAL RIGHTS. I AGREE AS FOLLOWS:

- (1) **TO RELEASE AND AGREE NOT TO SUE CC**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claims") for any injury, damage; death or other loss, in any way connected with my enrollment or participation in these activities, or use of CC equipment or facilities. **I UNDERSTAND THAT IN SIGNING THIS DOCUMENT, I, AND ANYONE ACTING ON MY BEHALF, SURRENDER, TO THE FULLEST EXTENT ALLOWED BY LAW, OUR RESPECTIVE RIGHTS TO MAKE A CLAIM AGAINST CC, AS A RESULT OF ANY INJURY, DAMAGE, DEATH OR OTHER LOSS SUFFERED BY ME;**
- (2) **TO DEFEND AND INDEMNIFY** ('indemnify' meaning protect by reimbursement or payment) CC with respect to any and all claims brought by or on behalf of me, a family member, a co-participant, or any other person for any injury, damage, death or other loss in any way connected with my enrollment or participation in these activities or use of CC equipment or facilities.

THIS RELEASE AND INDEMNITY AGREEMENT INCLUDES ANY LOSSES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE (BUT NOT THE WILLFUL, WANTON OR CRIMINAL MISCONDUCT) OF CC, AND INCLUDES CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH (INCLUDING CLAIMS RELATED TO EMERGENCY OR MEDICAL RESPONSE, ASSESSMENT OR TREATMENT), PROPERTY DAMAGE, LOSS OF CONSORTIUM, BREACH OF CONTRACT OR ANY OTHER CLAIM.

CONCLUSION

I agree that Colorado substantive law (without regard to its 'conflict of laws' rules) governs this Document, any dispute I have with CC and all other aspects of my relationship with CC, and that any mediation, suit, or other proceeding must be filed or entered into only in the El Paso County, Colorado. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. I authorize CC to use my photo or image for sale or reproduction in any manner it desires, for advertising, display, audiovisual or other use. I authorize CC staff, volunteers, representatives or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility or to render treatment they consider necessary for my health. I agree to pay all costs associated with this care and transportation. **THIS DOCUMENT IS INTENDED TO BE INTERPRETED AND ENFORCED TO THE FULLEST EXTENT ALLOWED BY LAW. IF ANY PORTION OF THIS DOCUMENT IS DEEMED UNLAWFUL OR UNENFORCEABLE IT SHALL NOT AFFECT THE ENFORCEABILITY OF THE REMAINING PROVISIONS, AND THOSE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.**

PARTICIPANT AGREES: I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, AND MY FAMILY MEMBERS, HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE.

Participant Signature

Date

Print name here

Parent Signature

Date

Print name here

Participant's initials _____

Parent's initials _____