

**Denver Field Ornithologists, Inc.:**  
**Acknowledgment and Assumption of Risks & Release and Indemnity Agreement**  
*For all participants and the parent or legal guardian of any minor participants*

**INTRODUCTION:**

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "Document") carefully before signing. All participants (including leaders) must sign this Document. If participant is a minor (minors are those under 18 yrs. of age; hereafter sometimes "minor" or "child"), one of the participant's parents or legal guardians (hereafter collectively "parent") must also sign. In consideration of the services of Denver Field Ornithologists, Inc., a nonprofit organization, and its officers, directors, employees, agents, representatives, volunteers (other than myself, if I am a volunteer leader signing below), independent contractors and all other persons or entities associated with it (individually and collectively referred to in this Document as "DFO"), in allowing me/my child to participate, I (participant and parent of a minor participant) **acknowledge and agree as follows:**

**ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:**

Participating (whether simply attending, observing, leading or actively participating) in DFO educational, instructional, recreational and/or adventure activities include risks. These activities can be day or multi-day, take place in Colorado or other locations in the U.S. and include, but may not be limited to: hiking or walking; socializing; use of any equipment, facilities or premises; transportation in vehicles (driven or owned by DFO volunteers or others – carpools included), planes, taxis and/or by other means to, from or during activities; stays in hotels or other accommodations (collectively referred to in this Document as "activities"). Activities may be scheduled or unscheduled; structured or unstructured; occur on premises not owned or controlled by DFO; led by DFO volunteers, contractors or others, and/or occur during participant's free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as "risks") of these activities can cause injury (including permanent disability), property damage, death or other loss to me, my child or others. These risks include, but are not limited to:** hazardous and unpredictable ground, road, water or weather conditions; misjudgments made by contractors, participants, DFO volunteers, or others; equipment that can fail or malfunction; the potential that participant or others may act carelessly or recklessly and a participant's personal health risks (disclosed or undisclosed, known or unknown). The parent gives permission for their child to participate in all activities and agrees to discuss the nature of these activities and risks with their child.

**I (participant and parent of a minor participant) further acknowledge and agree:**

- to review all DFO information and materials received, obey all DFO rules and other policies and understand that DFO representatives are available should I have further questions about these activities or the associated risks;
- DFO uses volunteers to assist with and lead activities. These volunteer leaders are not paid professional guides or leaders and are there to provide background information only. I understand I am responsible for determining whether I/my child have appropriate skills, physical conditioning, equipment and supplies for these activities. Volunteer leaders are not trained in first aid, CPR or wilderness medicine and do not carry first aid kits for the group. Each participant must carry any needed medications and first aid supplies;
- participant is in good health and is fully capable of participating without causing harm to himself/herself or others. At all times, participants remain fully responsible for their own well-being (and for the supervision and well-being of any minor they accompany);
- the information provided in this Document is not exhaustive, other unknown or unanticipated activities, risks and outcomes may exist, and DFO cannot assure my/my child's safety or eliminate any of these risks;
- **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and the parent of a minor) assumes and accepts full responsibility for participant, for the inherent and other risks of these activities (both known and unknown) and for any injury, damage, death or other loss suffered by participant (and the parent of a minor), resulting from those risks, including the risk of participant's own negligence or other misconduct.**

**RELEASE AND INDEMNITY AGREEMENT:**

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, and/or parent for myself and for and on behalf of my participating minor child), agree as follows:

- 1) **to release and agree not to sue DFO**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises. **I understand I agree here to waive all claim/s I or my child may have against DFO, bind my/my child's estate and any family member/heir/other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim or file a lawsuit against DFO as a result of any injury, damage, death or other loss suffered by me or my child;**
- 2) **to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) DFO with respect to any and all claim/s:
  - a) brought by or on behalf of me, my child, my spouse or other family member/s, or my/my child's heir/s or estate for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises; and/or;
  - b) brought by a co-participant or other person for any injury, damage, death or other loss to the extent caused by my/my child's conduct in the course of participating in these activities, including use of any equipment, facilities or premises.

**This Release and Indemnity Agreement includes claim/s of or resulting from DFO's negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.**

**OTHER PROVISIONS:**

***Page 1 of 2 – Please read pages 1 and 2 carefully and sign to accept!***

**I (participant and parent of a minor participant) further agree:**

- Colorado substantive law (without regard to its "conflict of law" rules) governs this Document, any dispute I/my child have with DFO, and all other aspects of my/my child's relationship with DFO and agree that any mediation, suit or other proceeding must be filed or entered into only in Jefferson County, Colorado. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator;
- DFO reserves the right to dismiss any participant from an activity that a DFO leader believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the activity;
- I authorize DFO representatives or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility and to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by DFO) of any medical records necessary for treatment, referral, billing or insurance purposes. I agree to pay all costs associated with medical 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 remaining provisions, and those remaining provisions shall continue in full force and effect.**

This Document replaces and supersedes any former DFO Acknowledgment and Assumption of Risks & Release and Indemnity Agreement signed by participant (and the parent of a minor participant). This Document is effective in regard to participant's enrollment or participation in all activities from the date signed until a subsequent DFO Acknowledgment and Assumption of Risks & Release and Indemnity Agreement is signed by participant (and the parent of a minor participant) and shall remain in full force and effect for all activities completed by participant up until that point.

**I (participant and parent of a minor participant) agree:** I have carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and participant's/parent's other family members, heirs, executors, representatives, subrogors and estate. *All participants must sign below. If participant is a minor (those under 18 yrs. of age), one parent must also sign below.*

Print name _____	Signature _____
Name of guardian _____	Guardian signature _____
Address _____	City _____ State _____
Zip code _____ Phone _____	E-mail _____
Emergency contact _____	Phone _____ Cell _____