

**INDEPENDENCE PASS FOUNDATION VOLUNTEER/OUTING
PARTICIPATION WAIVER AND RELEASE**

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for my being permitted by INDEPENDENCE PASS FOUNDATION (“IPF”), including its officers, directors, agents and employees, to participate in a volunteer project, outing, or other activity that takes place in an outdoor environment in mountainous terrain, I agree to the following waiver and release. Certain risks are inherent in the volunteer projects and outings as well as any associated activities and cannot be eliminated or reduced. The same inherent risks that contribute to the unique character of these activities can be the cause of damage to the equipment associated with the activity, or injury, illness, paralysis or death. I understand and acknowledge that there are risks, hazards and dangers that are inherent and integral to these activities which take place in a wilderness or outdoor environment. **I understand that these inherent risks, hazards and dangers include without limitation:**

- (1) Risks that involve work, travel and associated activities along and accessed from Highway 82 in the Independence Pass area. These risks include without limitation hazards and dangers associated with the use and operation of chain saws, power-driven log splitters, electric power tools, hand tools, step ladders, and construction supplies, equipment and materials and the moving, relocation, and work with trees, rocks, boulders, and other outdoor materials that may be encountered through trail cleanup, restoration, and material removal work and any other activities undertaken by IPF. These risks include without limitation the risk to fingers, arms or legs being cut or severed with accompanying blood loss, injury or death; the risk of being struck by flying debris, falling trees, wood splinters or tool parts; moving or rolling boulders and the risk of injury or death from accidental contact with vehicles traveling along Highway 82.
- (2) Risks arising from high altitude, weather and unpredictable forces of nature, including without limitation, attack by large animals or predators, temperature extremes, high wind speeds and the risks associated with falling rock, falling trees, sudden and unpredictable flash floods, snowstorms, rainstorms, hailstorms and lightning strikes which can result in hypothermia, sunburn, dehydration, frostbite, injury, paralysis or death.
- (3) Risks of drowning in a stream or river, and being injured or killed, or being wet, cold and uncomfortable.
- (4) Such other risks, hazards and dangers that are integral to activities engaged in, in a wilderness, mountainous, or outdoor environment.

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WARNING, ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I acknowledge that the above description of risks is not complete and that **there are other risks, hazards and dangers associated with participating in volunteer projects, outings, and associated activities in an outdoor or wilderness environment that may be unknown or unanticipated.** The inherent and other risks, hazards, and dangers may result in damage to equipment, or injury, illness, paralysis or death. I acknowledge that IPF has been available to more fully explain to me the risks of these activities. I understand that I have responsibilities as a participant in these activities. There are no mental or physical problems or limitations associated with my participation in these volunteer projects or outings and associated activities. I am fully capable of participating in these activities and to the extent my participation may be compromised I agree to so advise IPF and to not engage in any such compromised activities. I understand that the presence of IPF’s personnel is no assurance of my safety or the lessening of any of these risks. **I AM VOLUNTARILY PARTICIPATING IN THE VOLUNTEER PROJECT OR OUTING AS WELL AS ANY OTHER ASSOCIATED**

ACTIVITIES WITH FULL KNOWLEDGE OF THE RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF DAMAGE, INJURY, ILLNESS, PARALYSIS OR DEATH.

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IPF has my permission to have emergency and necessary medical care provided to me while participating in IPF activities.

I, for myself, my heirs, successors, executors and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS IPF** (“indemnify” meaning protect by reimbursement or payment) its officers, directors, agents and employees, with respect to any and all claims, actions, causes of action, liabilities, suits, expenses (including costs and reasonable attorney’s fees) and **NEGLIGENCE OF ANY KIND OR NATURE**, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property in any way connected with my participation in IPF’s volunteer projects or outings or my use of IPF’s equipment. I agree that neither I, nor anyone acting on my behalf, will make a claim of any kind against IPF as a result of any damage, injury, illness, paralysis or death to me or my property.

I agree that this document, and all other aspects of my relationship with IPF are governed by the State of Colorado. Further, I agree to not threaten, file, or otherwise sustain any suit, legal proceeding, mediation or arbitration of any kind arising out of or relating to my participation in IPF’s activities.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS PARTICIPATION, WAIVER AND RELEASE AGREEMENT.

Signature

Date

Print Name

Mailing Address

City

State

Zip

Phone Number

Email Address