

READ THIS CAREFULLY, IT AFFECTS YOUR LEGAL RIGHTS!

**Express assumption of risk, complete release/ waiver,
agreement not to sue and indemnity agreement.**

Outdoor Recreation and Genesee Experiential Outdoor Center provides recreational opportunities for youth / adults to hike, camp, river raft, rock climb and / or participate in an outdoor experience. This program can involve strenuous physical activity and may place you / your child in physically, emotionally and mentally stressful situations. It is important that all participants be in generally good physical condition, particularly their respiratory and circulatory systems. Due to the level of exertion involved, anyone with health concerns should not participate. Consult with your physician before participating in any physical program. **Please understand that participants risk physical injury (from bee stings and splinters, to broken arms and legs), undergoing mental/ emotional stress, and/or injury resulting in death.** In return for being allowed to participate in a **City and County of Denver, Outdoor Recreation Program**, the undersigned child and his or her parent or guardian, for themselves, their heirs, their assignees, and legal representatives, hereby expressly agree to:

1. **ASSUME ANY AND ALL RISKS** arising from you/ your child's participation with **Outdoor Recreation** programs, facilities, site, equipment, including without limitations, the risks of death, bodily injury or property damage resulting from participation in **Outdoor Recreation** programs, whether such injury or damage is caused by negligent or deliberate acts of another person.
2. Hereby **RELEASE, WAIVE, DISCHARGE**, the **City and County of Denver, Department of Recreation**, city employees, program volunteers, officials, attorneys, and agents against **ANY AND ALL LIABILITY**, to me, my child/children, my spouse, legal guardians, my legal representative, heirs, and assignees for any and losses and / or resultant damages on account of any injury to me, or my child (children), even an injury resulting in death, or to their property, whether caused by negligence of the **City and County of Denver's** employees or agents, or otherwise which claims, losses, and demands arise during or as a result directly or indirectly from participation in the program.
3. **INDEMNIFY AND DEFEND** The **City and County of Denver, Department of Recreation**, the City's employees, attorneys, agents, and program volunteers against, and hold them harmless from, any and all claims, cause of action, damages, judgments, costs and expenses, including attorney fees, which in any way may arise from me and/or my child's (children's) use of or presence upon the facilities or participation in this program.
4. **Separation clause:** if one part of agreement found void, all other parts stand separate and valid.
5. **Choice of forms clause:** local litigation only in the **City and County of Denver** legal system. The undersigned having been informed and understand the nature of the programs offered by the **City and County of Denver, Parks and Recreation, Outdoor Recreation**, and their inherent risk. I/We have read and understand this release agreement. I/We expressly agree that this release and indemnification is contractual, not mere recitals, and is a broad and inclusive as may be permitted by laws of the **State of Colorado**. We understand that by making this agreement of release we surrender valuable legal rights. We do so freely and voluntarily and request that I/ we/ my child (children) be allowed to participate in **Outdoor Recreation programs**.
6. **Photo Release:** I hereby give full consent to **Denver Parks and Recreation** to copyright, publish or use for business purposes, ANY photos, videos, likeness of my or my child's name. I understand these photos may be used for publications, displays or promotional materials.

Participant Name: _____

Participant / Parent Guardian Signature _____ **Date** _____

Program _____ **Date** _____