

ROCKY MOUNTAIN BIOLOGICAL LABORATORY
Assumption of Risk, Release of Liability,
Hold Harmless, and Indemnification Agreement

I, the UNDERSIGNED (student, employee, researcher, parent, invitee, guest, visitor, user of winter facilities, such as but not limited to the Nordic Hut, etc.), UNDERSTAND that the Rocky Mountain Biological Laboratory (RMBL) is a field station in Gothic, Colorado, which is a remote, rugged and rural location in the Colorado Rocky Mountains. As such, the surrounding countryside contains dangerous terrain and conditions, the climate can be extreme and unpredictable, and timely medical attention may not be available. There is no guarantee that leaders, guides or other representatives of the RMBL are trained in or certified for first aid treatment, and I UNDERSTAND that they are not responsible for my safety. Gothic was originally a mining town, which thrived in the 1800's. Thus, many of the RMBL's facilities are primitive, meaning that some of the buildings are old and do not necessarily meet current building code requirements. I further UNDERSTAND that access to Gothic and the RMBL during the wintertime may be impaired, risky, and very dangerous due to avalanche activity. I UNDERSTAND the above conditions, and, IN CONSIDERATION OF THE USE OF THE RMBL FACILITIES AND EVENTS, hereby EXPRESSLY ASSUME ANY AND ALL RISKS occasioned by and related to these conditions and related to my use or to my child's (children's) use of the RMBL facilities at any time of year, motor vehicles, and participation in RMBL activities and programs. Further, I EXPRESSLY AGREE TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RMBL, its agents, employees, representatives, directors, officers, successors, and assigns FOR ANY AND ALL LIABILITY, AND FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS WHATSOEVER, for bodily and personal injury, death to persons, or damage to or loss of property, or any other injury, damage or loss of any kind arising from or related to my or my child's (children's) participation in RMBL activities and programs, use of the facilities at any time of year, and any and all other claims related thereto. This agreement and release includes any claims based on actual or alleged NEGLIGENCE or BREACH of any express or implied warranty. This agreement and release shall not relieve the RMBL of its reasonable obligation to avoid wanton or willful acts that may lead to injury, death, or damages. However, it is also a COMPLETE WAIVER OF ANY AND ALL WARRANTY CLAIMS regarding the content and safety of RMBL facilities, motor vehicles, activities and programs. By execution of this RELEASE, the UNDERSIGNED agrees not to sue the RMBL and ACKNOWLEDGES AND AGREES that the UNDERSIGNED is releasing any and all rights to make a claim or file a lawsuit against the RMBL.

One of the risks associated with living in Gothic, Colorado is the Hantavirus disease. Hantavirus is an airborne viral disease. Its primary host is the deer mouse. Two known cases of Hantavirus in Gunnison County have been documented, with the nearest case about 30 miles away from the RMBL. Mice are very common in Gothic so the virus may be present. By signing below, the UNDERSIGNED ACKNOWLEDGES AND ACCEPTS responsibility for this and other health related risks, including, without limitation, the West Nile Virus, Lyme Disease, and Rocky Mountain Spotted Fever, and further EXPRESSLY AGREES TO HOLD HARMLESS, INDEMNIFY, AND RELEASE THE RMBL, its agents, employees, representatives, directors, officer, successors, and assigns, FOR ANY AND ALL LIABILITY AND FROM AND AGAINST ANY AND ALL CLAIMS related to my or my child's (children's) bodily injury, sickness or disease, including death, and related to any other diseases or injury caused by ticks, insects, snakes, mice, plants and other organisms.

In the case of a minor child, the undersigned parent or legal guardian acknowledges that he/ she is also signing this release on behalf of the minor, and that the minor shall be bound by all the terms of this agreement and release. Further, by signing this agreement and release as the parent or legal guardian of this minor child, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor child that the minor child may have. The parent or legal guardian, by signing this agreement and release on behalf of a minor participant, represents that he/she is the parent or legal guardian of the participant. By signing this agreement and release, the participant represents that he/she is at least 18 years of age.

The UNDERSIGNED hereby covenants that he or she has disclosed any and all known physical conditions or limitations that would put them at a heightened risk for injury or death in the mountainous environment surrounding the RMBL. The UNDERSIGNED hereby covenants and agrees to follow all safety rules and instructions required by the RMBL.

This agreement and release shall be binding to the fullest extent allowed by law. It will be enforceable from the date of signature through the following twelve month period. If any part of this agreement and release is deemed to be unenforceable, the remaining terms shall survive and shall be enforceable between the parties. THE UNDERSIGNED AGREES TO PAY THE RMBL ITS DEFENSE COSTS IF THE UNDERSIGNED BRINGS SUIT AGAINST THE RMBL IN VIOLATION OF THIS AGREEMENT AND RELEASE. This agreement and release shall be binding upon the successors, assigns, personal representatives and executors, next of kin, and heirs of the UNDERSIGNED. This agreement and release shall be governed by the laws of Colorado, and jurisdiction and venue shall be in the combined courts of Gunnison County, Colorado.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND RELEASE, UNDERSTAND AND ACKNOWLEDGE ITS CONTENTS, UNDERSTAND THAT I AM RELINQUISHING SUBSTANTIAL LEGAL RIGHTS, HAVE KNOWLEDGE OF THE RISKS STATED HEREIN, AND, BY VOLUNTARILY SIGNING BELOW, AGREE TO ASSUME RESPONSIBILITY FOR SAID RISKS.

Participant's SIGNATURE

PRINT Participant's Name

DATE

If the participant is under 18 years of age:

PRINT Child's Name

PRINT Parent or Legal Guardian's Name

Date

Parent/Legal Guardian's SIGNATURE

ROCKY MOUNTAIN BIOLOGICAL LABORATORY

Photo Release

I Do **I Do NOT** agree to allow the RMBL to use photographs taken of me or my child for publicity purposes on RMBL's webpage or in any other publication authorized by the RMBL.