

**ROCKY MOUNTAIN BIOLOGICAL LABORATORY (RMBL)
ACKNOWLEDGMENT AND ASSUMPTION OF RISK,
RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT (RELEASE)**

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS**

1. Definitions. The person, whether an adult or child, who is attending or participating in a RMBL program shall be referred to hereinafter as "Participant." The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties or Released Party" mean RMBL, representatives, agents, successors, assigns, insurance carriers, directors, officers, employees, volunteers, contractors, the owners of permissively used private property, including but not limited to The Nature Conservancy, a District of Columbia nonprofit corporation, its director, officers, employees, agents, representatives, successors and assigns, and Mountain Express, its directors, officers, employees, representatives, successors and assigns. The "Activity" means attending or participating in a RMBL activity or program, including but not limited to the children's day camp, children's programs (which includes short hikes and transportation on Mountain Express buses to RMBL), adult programs, field research, classes, lectures, field hikes, and transportation, including self-propelled transportation, for such purposes. "Activity" also includes but is not limited to using RMBL's facilities, for lodging, bathroom needs, laboratory work, research, conferences, weddings, workshops, any of the huts or cabins appropriate for winter use and overnight stays, and visiting the Gothic Town Site, the Visitors' Center, General Store, and Dining Hall including eating food served therein. RMBL's website for additional information is found at www.rmbl.org. The Activity includes travel to and from the winter huts or cabins be it by self-propelled means or otherwise, as well as travel in and around the Gothic Townsite in relation to such use.

2. Risks of Activity. RMBL is a field station in Gothic, Colorado, which is a remote, high altitude and rugged location in the Colorado Rocky Mountains. As such, the surrounding countryside, including, without limitation, property owned by The Nature Conservancy, including without limitation Mexican Cut Preserve, and other third parties which is permissively used by RMBL, contains dangerous terrain and conditions, the climate can be extreme and unpredictable, and timely medical attention may not be available. The Activity may be physically demanding. Accidents and illnesses may occur in remote areas without easy access to medical facilities or while travelling to and from Activity sites. Many of RMBL's facilities are primitive, meaning that some of the buildings are old and do not necessarily meet current building code requirements. Many of the toilet facilities are outhouses and pit toilets, which do not have running water. Access to Gothic, RMBL and permissively used private property may be impaired, risky, and very dangerous due to terrain, travel conditions, streams and waterfalls, and avalanche activity. Winter travel to the winter huts or cabins is in and around avalanche terrain in its natural state. In addition, one of the risks associated with living in Gothic, Colorado is the airborne, viral Hantavirus 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 RMBL. Mice are very common in Gothic so the virus may be present. Participants may be exposed to bats, ticks, insects, including bees, mice and other rodents, birds, salamanders, reptiles, mammals, plants, marmots, and other animals and organisms. The Risks of the Activity include, but are not limited to: travel to and from the Activity, changing surface conditions, avalanche activity, surface variations, ground conditions, snow, water and ice conditions, changing weather conditions, high altitude sickness, exhaustion, orthopedic injuries, dehydration, becoming lost or separated, lack of shelter, storms, lightning, hail, snow and other adverse weather, limited access to and/or delay of rescue and medical attention, insect bites, plant reactions, animal and living organism interactions, Lyme's Disease, West Nile Virus, Hantavirus, Rocky Mountain Spotted fever, mental distress from exposure to any of the above; and negligence of others. There is no guarantee that instructors, leaders or other representatives of RMBL are trained in or certified for first aid treatment. Instructors, leaders or other RMBL representatives will use their best judgment in determining how to react to certain circumstances, but they may misjudge such circumstances. The foregoing list does not contain all risks and there are some risks that cannot be anticipated or are reasonably foreseeable.

3. Acknowledgement, Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Undersigned agrees as follows:

(a) Acknowledgement and Release. The Undersigned IRREVOCABLY AND UNCONDITIONALLY UNDERSTANDS AND ACKNOWLEDGES THE ABOVE RISKS AND CONDITIONS, AND AGREES AND UNDERSTANDS that the Activity engaged in by the Participant may be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledges and understands that the description of the risks listed above is not complete and that participating in the activity may be dangerous and may include other risks. ACCORDINGLY, THE UNDERSIGNED HEREBY EXPRESSLY RELEASES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation or attendance in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract. 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. To the extent that any of the Activities take place on property owned by The Nature Conservancy, including, without limitation Mexican Cut Preserve, the Undersigned ACKNOWLEDGES AND AGREES that this Release applies to The Nature Conservancy, its directors, officers, employees, agents, representatives, successors and assigns to the same extent it applies to RMBL and further that The Nature Conservancy is a Released Party.

(b) Indemnification. The Undersigned hereby AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, COST, EXPENSES OR DAMAGE for bodily injury including death, property damage, or any liability of any kind or nature whatsoever and from any suits, claims or demands including legal fees and costs, whether or not litigation is instituted, arising out of or related to the risks of the Activity or Participant's participation or attendance in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation or attendance in the Activity.

(c) Assumption of Risk. The Undersigned agrees and understands that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating or attending in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognizes that property loss, injury and death are all possible while participating or attending in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES FOR PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, AND THEREFORE EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

5. Minor Acknowledgment. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate or attend in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

6. Medical Care. The Undersigned hereby covenants that he/she has disclosed any and all known physical conditions or limitations that would put the Participant at increased risk for injury or death in the mountainous environment surrounding RMBL, and further agrees to follow all safety rules and instructions required by the Released Parties, and is responsible for such. The Undersigned authorizes the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The Undersigned agrees to pay all costs associated with such medical care and related transportation.

7. Travel Permissions. The Undersigned hereby gives permission for the Participant to take trips with RMBL, accompanied by a RMBL employee or representative under RMBL's control, and to be transported by walking, bicycles, bus or van, whether public or private, for these trips.

8. Media Release. The Undersigned hereby grants RMBL the right, license and permission, without any additional cost, to use Participant's name, image, voice, and audio footage (Media) obtained during Participant's participation in the Activity. The Undersigned hereby agrees that all right, title, interest and ownership, including copyright, in and to any tangible work in any Media containing Participant's image so obtained shall be owned exclusively by RMBL. The Undersigned understands and agrees that as owner of any such Media, RMBL shall have the exclusive right to exercise all rights granted under copyright protection relative to the Media. Finally, Undersigned releases Released Parties from any and all claims and demands arising out of or in connection with the use of such Media.

9. Miscellaneous. The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Gunnison County, Colorado or the United States District Court of the District of Colorado; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; and (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

10. Electronic Signature. By selecting the "I agree to and accept the Acknowledgment and Assumption of Risk, Release of Liability & Indemnification Agreement" button when registering online for an Activity or RMBL program, I fully acknowledge and agree that I am signing this Acknowledgement and Assumption of Risk, Release of Liability & Indemnification Agreement electronically and in so doing, I agree to all terms contained herein and consent to be fully and legally bound by its terms and conditions. Further, I agree that my electronic signature shall be treated as the legal equivalent of an original manual signature and shall have the full force of such original manual signature. I further agree that my use of a key pad, mouse or other device to select the "I agree to and accept the Acknowledgement and Assumption of Risk, Release of Liability & Indemnification Agreement" constitutes my legal signature, acceptance and agreement as if actually signed by me in writing. There is no certification authority or third party verification necessary to validate my electronic signature and the lack of such certification or validation will not in any way affect the enforceability of my electronic signature.

I, THE UNDERSIGNED, HAVE CAREFULLY READ THE FOREGOING ACKNOWLEDGMENT AND ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT, ACKNOWLEDGE AND UNDERSTAND ITS CONTENTS, AND SIGN IT VOLUNTARILY. I AM AWARE AND AGREE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

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

Parent or Legal Guardian's Signature

Date