

ROCKY MOUNTAIN BIOLOGICAL LABORATORY  
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS  
& RELEASE AND INDEMNITY AGREEMENT  
For Adult and Minor Participants

## INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. All adult participants must sign this Document. For participants under 18 years of age (hereafter sometimes “minor” or “child”), one of the participant’s parents or legal guardians or both if available (hereafter collectively “parent/s”) must sign. In consideration of the services of Rocky Mountain Biological Laboratory, and its parent company, subsidiaries, owners, officers, directors, employees, agents, representatives, successors, assigns, volunteers, independent contractors, and all persons or entities affiliated with it, including the owners of permissively used private property, 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, (collectively “RMBL”) in allowing me/my child to participate, I (adult participant and/or parent/s of a minor participant) acknowledge and agree as follows:

## ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Participating (whether attending, observing or actively participating) in RMBL educational, instructional, recreation and/or adventure activities includes risks. Activities take place in Colorado, either on or off RMBL premises, and may be conducted or led by RMBL staff, affiliates, contractors or others. Activities may include, but are not limited to: hiking and peak ascents; backpacking; orienteering and route-finding; camping; swimming; fishing; interactive games and other sporting activities, socializing; outdoor cooking; camp craft, use of any equipment, facilities or premises; transportation in vans, buses, and other vehicles to and from activities or otherwise; handling wild and domestic animals; working and residing in RMBL facilities; and conducting field research (collectively referred to in this Document as “activities”). Activities may be scheduled or unscheduled, supervised or unsupervised and include activities undertaken 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, damage, death or other loss to participant or others. Parent/s give permission for their child to participate in all RMBL activities and agree to discuss the nature of these activities and risks with their child. The following describes some, but not all of those risks:

**Risks present in an outdoor or wilderness environment.** These risks include travel in high altitude (up to or above 13,000 ft.), mountainous or wilderness terrain both on and off trail. Participants’ travel may be subject to storms, including rain, snow, lightning, and strong winds; avalanches; fast moving rivers or other water bodies, including river crossings, currents or whitewater; falling or slippery rocks; extremely hot or cold weather or water and rapid and unpredictable weather changes; mudslides; flooding or flash floods; falling or fallen timber;

wildland fires; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; wild or domestic animals, and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

**Risks involved in judgment and decision making.** These risks include the risk that the participant, a RMBL staff member, volunteer, contractor or other person may misjudge the participant's (or others) capabilities, health or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, terrain, water conditions or water level, or, route location.

**Personal health and participation risks.** Participant's mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in these activities includes risks. Although RMBL personnel will review participant's submitted health and medical information, RMBL cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition.

**Risks associated with any outdoor or athletic activity.** These risks include the risk that a participant may overestimate his or her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks or trees or encounter other water/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control his or her speed or experience equipment malfunction.

**Risks connected with geographic location.** RMBL is a field station in Gothic, Colorado, which is a remote, high altitude (over 9,000 feet) and rugged location in the Colorado Rocky Mountains. RMBL's facilities are located at an elevation high enough to cause altitude sickness, including acute mountain sickness ("AMS"), high-altitude pulmonary edema ("HAPE"), and high-altitude cerebral edema ("HACE"). Participants will be exposed to the risks associated with being in an outdoor or wilderness environment (see above) even while in station. Activities will take place in remote locations, several hours from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation, and medical care. Although RMBL staff or contractors may have wireless communication devices while conducting activities both on and off RMBL premises, use of these devices in outdoor, mountainous or any other terrain or location is unreliable and inconsistent.

**RMBL premises risks.** Many of RMBL's facilities are primitive, meaning that some of the buildings are old, may be in poor repair, 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. In addition, boulders, ruts, slippery walkways, ponds and other water sources, uneven ground or other conditions may exist in and around the premises.

**Infectious disease risks.** Participants may be exposed to infectious diseases spread by both animals and humans. Animal borne diseases include Lyme's Disease, West Nile Virus, Hantavirus, and Rocky Mountain Spotted fever. Human borne diseases include COVID-19,

which is highly contagious and whose transmission and other characteristics are poorly understood by the medical and public health fields.

**Equipment risks.** The risk that equipment used in an activity may be misused, or may break, fail or malfunction. This includes participant's personal equipment, RMBL equipment or other equipment (whether purchased or borrowed). Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with parent/s of a minor, for choosing appropriate equipment and for the fit and condition of their equipment. Helmets or other safety gear (required or used for some activities) may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

**Cooking and camping risks.** Risks include gas explosion, scalding or other burns associated with cooking over a stove or open fire. Water contamination is a risk in natural water sources, and water may be disinfected, filtered or boiled before use. Campsites may be subject to falling trees and/or branches, floods, wildlife disturbances and other hazards.

**Free time risks.** Participants will have free time before, during and after activities and at various other times. Unsupervised time may include free time and/or brief periods of time, stationary, alone and possibly overnight, in the field. During both supervised and unsupervised activities, all participants share in the responsibility for their own well-being.

**Risks regarding conduct.** The potential that the participant, or other participants or third parties may act carelessly or recklessly.

**These and other risks may result in participants:** falling partway or falling to the ground or into the water; being buried or struck by an avalanche; being struck by, colliding with or impacting objects, people, animals or the bottom of a water body; experiencing vehicle collision, rollover, or other accident; getting caught or entangled in objects above or below water; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness (i.e. AMS, HAPE, or HACE); heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns; illnesses (including contracting animal/insect borne or contagious diseases); infections; cuts or wounds or other injury, damage, death or loss.

**I (adult participant or parent/s of a minor participant) acknowledge and agree:**

- to review and/or complete all required forms or materials received (including the RMBL Handbook), abide by the terms of those documents, and obey all RMBL rules and other policies;
- RMBL representatives are available should I have further questions about these activities or the associated risks;

- to disclose to RMBL representatives any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate, and represent that participant is fully capable of participating without causing harm to him or herself or others;
- the information provided above is not complete, other unknown or unanticipated activities, risks, and outcomes may exist, and RMBL cannot assure participant's safety or eliminate any of these risks;
- if participant is borrowing or using new or used equipment from RMBL, the equipment comes "AS-IS," and RMBL disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) regarding the equipment;
- RMBL contracts with independent contractors (not its employees or agents) to provide or conduct some services and activities participants may engage in; it does not supervise or control these contractors and is not legally liable or responsible for their conduct. I understand I may independently investigate and assess these contractors, services and activities if I choose to do so;
- participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of a minor) assumes and accepts full responsibility for participant, for the inherent and other risks (known and unknown, described above or otherwise) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s 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. Certain federal land agencies may restrict service providers from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit on some federal lands. Therefore, except to the extent a court determines these federal restrictions apply to RMBL as a matter of law, **I (adult participant, or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:**

1) **to release and agree not to sue RMBL**, 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 RMBL, 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 against RMBL 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) **RMBL** with respect to any and all claim/s:

(a) brought by or on behalf of me, my child or spouse or my/my child's other family member/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 any 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 RMBL'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**

I (adult participant or parent/s of a minor participant) agree that Colorado law (without regard to its "conflict of laws" rules) governs this Document, any dispute I or my child have with RMBL and all other aspects of my or my child's relationship with RMBL, contractual or otherwise, and agree that any mediation, suit or other proceeding must be filed or entered into only in Gunnison County, Colorado. I agree to attempt to settle any dispute (not being settled by discussion) through mediation before a mutually acceptable Colorado mediator. 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 enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.

#### **Adult participant or parent/s 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 my/my child's other family members, heirs, executors, representatives, subrogors, assigns and estate. Adult Participant or one or both parent/s of a minor participant must complete the information and sign below. Parent/s please print the name of your participating minor child.

Participant Signature (Parent/s please print name for minors)	Date	Print Name Here	Participant Birthdate
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Parent or Guardian Signature	Date	Print Name Here
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Parent or Guardian Signature	Date	Print Name Here
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