

STATEMENT OF INFORMED CONSENT AND RELEASE AGREEMENT

As the parent(s)/legal guardians(s) of _____ I hereby give my permission for my child named above to participate in Colorado Academy's mountain biking camp. I acknowledge that this activity is completely voluntary and provides my child an opportunity to gain experience in mountain biking on variable terrain. I acknowledge that my child will travel several miles on mountain biking trails, at and above 7,000 feet. This permission specifically includes, but is not limited to, travel to and from such voluntary activity.

I understand my child will be transported via a school bus to various mountain biking trails. Each child must provide a mountain bike in good working condition, a helmet, water, sunscreen and other required equipment.

I acknowledge that I have received sufficient information concerning this activity to provide an appropriately informed consent and release to Colorado Academy. I knowingly agree to assume any and all risks associated with my child's participation in this activity.

Acknowledgment of Risks

I am aware that mountain biking involves many risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sport. These risks, dangers and hazards include but are not limited to: mechanical failure of the equipment; changing weather conditions; collision with natural or man made objects including but not limited to exposed rock, snow, ice, earth, trees, stumps or branches on or adjacent to the mountain biking terrain; collision or encounters with other cyclists, wildlife, pedestrians, vehicles, fences or posts; changes or variations in the bicycling or hiking surface or subsurface; streams, creeks and holes in the cycling or hiking surface; cliffs; crevasses; road-banks or cut banks; variation or steepness of terrain; difficulty or inability to control ones speed or direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; becoming lost or separated from the guides or instructors or other participants; failure to bicycle safely or within one's own ability or within designated areas; negligence of other cyclists or participants; I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for mountain biking in all phases of the activity, and that many are unmarked. I am voluntarily participating in mountain biking activities

I further acknowledge that the above list of risk factors is for illustrative purposes only, is not inclusive of all possible risks associated with the activity, and in no way limits the extent or reach of this agreement.

I acknowledge that physical activity of any kind includes risks that are unknown and uncontrollable including, but not limited to, personal liability, risk of personal injury to my child including, without limitation, disability or death, and damage to property belonging to my child or me. I acknowledge that my child is in good health and is physically capable of participating in physical activities.

In the event that my child is injured or suffers an illness, I hereby consent to emergency or other medical treatment, and I hereby accept financial responsibility for the payment of any expenses related to such emergency or other medical treatment.

Releases and Indemnifications

In consideration for my children being permitted by CA to participate in this voluntary mountain biking activity, I, on behalf of myself and my children, voluntarily assume all risks in connection with my children's participation in this activity. As further consideration for my children's participation, I, on behalf of myself and my children, hereby waive, exempt, release and discharge CA and its owners, directors,

officers, trustees, employees and agents from any and all liabilities, costs, damages, claims, demands, actions or causes of action whatsoever arising from or related to my children's participation in this activity, including, without limitation, any damage, loss or injury to my children or to her/his/their or my property, or any harm, injury, damage or loss to any other person or to property that my children may cause while participating in this activity. I further voluntarily agree to defend (with counsel selected by CA), indemnify and hold harmless CA and its owners, directors, officers, trustees, employees and agents from and against any and all liabilities, costs, damages, claims, demands, actions or causes of action whatsoever, including, without limitation, attorneys' fees and costs, arising from or related to my children's participation in this activity, including, without limitation, any damage, loss or injury to my children or to her/his/their or my property, or any harm, injury, damage or loss to any other person or to property that my children may cause while participating in this activity. I further acknowledge and agree that neither I nor my children will at any point in the future commence any action, suit or other proceeding against CA or its owners, directors, officers, trustees, employees or agents seeking to recover for one or more of the liabilities, costs, damages, claims, demands, actions or causes of action released herein.

Miscellaneous

This Release of Liability is governed by and shall be construed in accordance with the substantive laws of the State of Colorado (without giving effect to Colorado's Choice of Law Principles). If any term or provision of this Release of Liability or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Release of Liability, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term and provision of this Release of Liability shall be valid and be enforced to the fullest extent permitted by law.

I acknowledge that this is the entire agreement between the undersigned, my children, CA and those associated with CA, and that this Release of Liability cannot be modified or changed in any way by the representations or statements of any employee or agent of CA or those associated with CA, or by the undersigned or my children.

I certify and agree that I have carefully read this document, that I fully understand its terms and conditions and that I have signed it voluntarily and willingly. **THIS RELEASE OF LIABILITY SHOULD NOT BE SIGNED IF YOU DO NOT UNDERSTAND IT OR DO NOT AGREE WITH ITS TERMS.**

Parent/Guardian Signature

Date