

COLORADO ACADEMY SUMMER PROGRAMS
STATEMENT OF INFORMED CONSENT AND RELEASE OF LIABILITY

As the parent(s)/legal guardians(s) of _____, _____
Name of Child Grade in 2013/2014

I acknowledge I have enrolled my child in _____ Watersports Mania _____

offered by Colorado Academy ("CA") as part of the Colorado Academy Summer Programs ("CASP"). As a participant in this program, I understand my child will participate in a variety of experiences associated with water recreational activities such as (but not limited to) kayaking, wakeboarding, waterskiing, and tubing and these activities have inherent risks. I hereby give my permission for my child named above to participate in this program and all associated activities. This permission specifically includes, but is not limited to, travel to and from such activities (the program listed above, together with all associated off-campus and other activities and travel, are hereinafter collectively referred to as the "Program").

Acknowledgment and Assumption of Risks

Risks associated with water sports include, but are not limited to:

1. Flotation and other water sport equipment such as kayaks, wakeboards and inner tubes can capsize subjecting participants to prolonged exposure to cold water, hypothermia, or accidental drowning.
2. Cuts and abrasions resulting from skin contact with water sport equipment.
3. Exposure to sun and uncertain weather conditions.
4. Injuries resulting from slips and falls due to wet surfaces.

I acknowledge I have been informed of the nature of the risks involved with water sports and otherwise with respect to the Program and I understand these activities include 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. On behalf of myself and my child, I knowingly agree to assume any and all risks associated with my child's participation in the Program.

Medical Treatment Authorization

In the event that my child is injured or suffers an illness while participating in the Program, whether or not on school premises, I authorize CA or its designated representatives, and qualified medical personnel, to administer medical treatment as they deem necessary. I understand a decision may be made as part of that treatment to transport my child by ambulance to a medical treatment facility. I hereby accept full financial responsibility for the payment of all expenses related to such emergency medical treatment.

Releases and Indemnifications

In consideration for my child being permitted by CA to participate in the Program, I, on behalf of myself and my child, voluntarily assume all risks in connection with my child's participation in such Program. As further consideration for my child's participation, I, on behalf of myself and my child, 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 child's participation in the Program, including, without limitation, any damage, loss or injury to my child or to her/his/their or my property, or any harm, injury, damage or loss to any other person or to property that my child may cause while participating in the Program. 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 child's participation in the Program, including, without limitation, any damage, loss or injury to my child or to her/his/their or my property, or any harm, injury, damage or loss to any other person or to property that my child may cause while participating in the Program. I understand and agree that CA shall not be liable in any manner for the acts or omissions of others providing goods or services in connection with the Program. I further acknowledge and agree that neither I nor my child 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 child, CA and those associated with CA and/or the CASP, 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 and/or the CASP, or by the undersigned or my child.

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.**

Each parent or guardian must sign this RELEASE OF LIABILITY.

Parent # 1/Guardian #1 Signature

Date

Parent #2/Guardian #2 Signature

Date