



# ENROLLMENT AGREEMENT LAKE COUNTY BACKPACKING TRIP FOR PARENTS/GUARDIANS

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The student named below intends to enroll in the **Lake County Backpacking Trip** (hereafter sometimes “Program”) at the High Mountain Institute. The parent/s or legal guardian/s of the student (collectively referred to here as “parent/s”) must sign this Enrollment Agreement. In consideration of the services of the High Mountain Institute, Inc., and the Program (collectively referred to as “High Mountain Institute” or “HMI”) **the parent/s acknowledge and agree as follows:**

## **Enrollment and Additional Forms**

A student is considered preliminarily enrolled in the Lake County Backpacking Trip once we receive this signed Enrollment Agreement (hereafter “Agreement”), the General Medical History & Information Forms, the HMI Acknowledgment and Assumption of Risks & Release and Indemnity Agreement. We will then require the submission of additional forms and paperwork. Therefore, **final acceptance, enrollment, and participation in the Program is contingent upon HMI’s receipt and review of all signed and completed student paperwork and forms.**

## **Medical insurance**

All students are required to have medical insurance in place for the duration of the Program that provides coverage for all locations (domestic and international, if applicable) where the Program takes place. If the student does not have medical insurance, please contact us immediately so that we can assist you in discussing options for coverage.

Families are encouraged to review their medical and other insurance policies to understand their coverages.

## **Student Conduct**

HMI has high expectations for student conduct and behavior. Upon arrival, students will participate in an orientation and will discuss the nature of the Program community, rules and standards of conduct and student responsibilities within the Program community. HMI discusses community rules, norms and expectations with students intermittently throughout the Program in various settings, and includes information on these subjects in pre-course and written materials.

The student must agree to abide by the standards of conduct that support the goals of the Program. The success of the community depends upon the full and positive participation of all members. The following eight School Rules are expellable offenses:

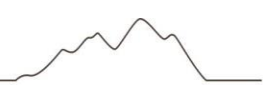
- Plagiarizing, cheating, or lying
- Stealing
- Willful destruction of property
- Use or possession of alcohol or drugs
- Harassment, bullying, hateful or negative speech of any kind
- Being in “Unknown locations”
- Sexual activity, specifically intercourse
- Use or possession of tobacco products

## **Photo & Statement Authorization**

The student and parent/s authorize HMI, and/or parties it designates, to photograph, film, record and/or otherwise capture the student, parent/s or other family member/s name, image, voice, verbal or written statement/s (including quotations from conversations and correspondence), photograph and/or visual likeness (collectively “images”) and use those images in any media throughout the world, in perpetuity, including for broadcast, sale, reproduction or display on the internet (including the HMI website or other internet sites), or in motion pictures, audio or video recordings, HMI catalogues, marketing presentations and/or other form for any informational, promotional or educational purpose without compensation to student, parent/s or other family member/s. HMI owns these images and the student and parent/s waive any inspection or approval rights.

## **Lost, Stolen, or Damaged Property**

HMI is not responsible for a student’s lost, stolen or damaged personal equipment or property. In addition, students and/or their parent/s will be held responsible for the student’s role in damage to or loss of HMI





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property or equipment. This may include sharing in the group's collective responsibility for willful equipment/property destruction or loss.

### **Legal Authority to Enroll Child**

I certify and represent that I have the legal authority to enroll my child in the Program and execute this Enrollment Agreement and all required documents. To the extent necessary, I agree that I have obtained any and all other pertinent consents or authorities (including any required by a court decree or order; for example, a divorce decree, custody order or joint parenting plan). I fully understand and agree that if my child's other parent (or anyone else) challenges my authority: a) the child will not be allowed to attend the Program, or, if already attending, the child may be sent home without a refund if the parents or other parties involved cannot reach agreement, and, b) I agree to indemnify, defend and protect HMI from any claims made by the other parent or any person against HMI, to the fullest extent provided for in the HMI Acknowledgement and Assumption of Risks & Release and Indemnity Agreement or otherwise, including payment of any costs or attorneys' fees expended by HMI to resolve a dispute.

**I understand I am legally bound by the terms of this Agreement and that I am individually (jointly and severally) responsible for the entire Program payment obligation whether I sign this Agreement with or without the student's other parent or legal guardian, regardless of any division of educational or special Program expenses included in a divorce decree, joint parenting plan or other official document or private agreement.**

### **HMI Program Alterations and Force Majeure**

HMI endeavors to follow Program itineraries as may be described in HMI marketing materials or other Program information. However, HMI reserves the right, in its sole discretion, to alter or cancel any aspect of the Program, including itineraries and/or planned activities, as needed, to address changing conditions, for the health and well-being of students/staff or for other reasons. HMI will not be responsible, found in breach of this Agreement, or for any loss, costs or damages for any Program alteration or delay, including any changes in the Program itinerary, cancellation, or other alteration resulting from an Act of God or other condition beyond its control (force majeure). Events constituting a force majeure include but are not limited to fire or other natural disaster, war, violence or terrorism, or other major event. Typically, these are events that may compromise the health or well-being of students/staff or otherwise prevent performance. In the event of a force majeure, HMI will suspend or alter its performance if and until, in its sole discretion, it is able to appropriately resume performance.

### **Understand and Agree to Terms**

**I have read, understand, and agree to the terms outlined in this Agreement.** I agree to obey all HMI rules, regulations, and policies, review and accurately complete all forms and information and submit all payments in a timely manner. I give my child permission to participate in all Program activities, whether occurring on or off HMI property.

Colorado law (without regard to its conflict of laws rules) governs all aspects of the student's relationship with HMI, contractual or otherwise, and any mediation, suit, or other dispute with HMI must be filed or entered into only in Lake County, Colorado. I agree to attempt to settle any dispute (not settled by discussion) before a mutually acceptable Colorado mediator. ***One of the student's parent/s, or both parent/s, if available, must sign below.***

**I understand that my signature is valid and legally binding whether I choose to electronically sign or manually sign a printable version of this Agreement.**



**ENROLLMENT AGREEMENT  
LAKE COUNTY BACKPACKING TRIP  
FOR PARENTS/GUARDIANS**

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Print Student Name

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Print 1<sup>st</sup> Parent/Guardian Name

1<sup>st</sup> Parent/Guardian Signature

Date

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Print 2<sup>nd</sup> Parent/Guardian Name

2<sup>nd</sup> Parent/Guardian Signature

Date





TO BE COMPLETED BY STUDENT or PARENT/S (if student is under 18)

The High Mountain Institute collects medical information to endeavor to provide more successful experiences and to assist in managing the risks faced by our students. HMI's programs vary greatly in environmental conditions, physical difficulty, and access to professional medical care. Please contact us if you have questions about these issues or the activities and risks associated with your specific program as you complete this form. HMI treats all personal medical information with some degree of confidentiality. Enrolled student medical information is shared with the faculty, apprentices and adjunct faculty who oversee the students on campus and in the field for a particular program.

<b>Student Name</b>	<b>HMI Program</b>	<b>Today's Date</b>
<b>Student's DOB</b>	<b>Age</b>	<b>Gender</b>

<b><u>Parent/Guardian Contact Info OR Emergency Contact Info if over 18</u></b>	<b><u>2<sup>nd</sup> Parent/2<sup>nd</sup> Guardian Contact Info</u></b>
<b>Full Name</b>	<b>Full Name</b>
<b>Day Phone</b>	<b>Day Phone</b>
<b>Eve Phone</b>	<b>Eve Phone</b>
<b>Cell Phone</b>	<b>Cell Phone</b>
<b>E-Mail</b>	<b>E-Mail</b>

**GENERAL HEALTH QUESTIONS:** Please read the items in each column carefully and respond to each item (YES, NO or N/A – not applicable) regarding any **past or current** medical issues or concerns regarding the condition/problem/illness/area listed:

Please select "YES" or "NO" to each item in this column:	YES	NO	N/A	Please select YES, NO, or N/A for this column:	YES	NO	N/A
<b>ALLERGY and/or DIETARY RESTRICTIONS</b> Bee/insect stings, shellfish, iodine, nuts, dairy, other foods, pollen, medications, and any other known allergies. Dietary restrictions including medical, religious, or ethical	YES <input type="checkbox"/>	NO <input type="checkbox"/>		Addiction and/or regular use of alcohol or drugs * CALL			
				Altitude: Acute Mountain Sickness (AMS)			
				High Altitude Cerebral Edema (HACE) * CALL			
				High Altitude Pulmonary Edema (HAPE) * CALL			
				Asperger's, Autism or PDD			
<b>ATTENTION DEFICIT (HYPERACTIVITY) DISORDER</b> Attention Deficit Disorder, Attention Deficit Hyperactivity Disorder, and other related issues or learning disorders	YES <input type="checkbox"/>	NO <input type="checkbox"/>		Bleeding, Blood Disorders, Tuberculosis, Hepatitis			
				Cancer			
				Cardiovascular (heart and vessels) Abnormalities or Problems, including high blood pressure			
				Circulatory Problems			
				Cold Injuries			
<b>MEDICATIONS</b> Prescription medications, over-the-counter medications, dietary supplements, herbal remedies, and any other medications	YES <input type="checkbox"/>	NO <input type="checkbox"/>		Dental Problems/Issues			
				Diabetes * CALL			
				Ear, Eye, Nose & Throat Infections/Issues/Problems			
				Eating Disorder (anorexia, bulimia, etc.)			
				Epilepsy or Other Seizure Disorders * CALL			
<b>MENTAL HEALTH ISSUES/ILLNESS</b> Anxiety disorders, depression, past history of suicide attempt or ideation, past addiction to alcohol or drugs, self-abuse, or any other mental health issues	YES <input type="checkbox"/>	NO <input type="checkbox"/>		Fainting or Dizziness, chronic			
				Gastrointestinal Tract, Ulcers			
				Head Injuries, Concussions, Headaches			
				Heat Injuries/Illness			
				Hormonal &/or Thyroid			
<b>ORTHOPEDIC INJURIES</b> Shoulder, arm, elbow, hand, neck, back, hips, leg, knee, ankle, foot, recurrent strains of particular muscles, recurrent sprains of particular joints, hernia, other musculoskeletal issues, and other athletic or orthopedic injuries	YES <input type="checkbox"/>	NO <input type="checkbox"/>		Hypertension			
				Kidney or Liver Disease or Issues			
				Menstrual Cramps			
				Neurological Disorders			
				Pregnancy, current * CALL			
<p style="text-align: center;"><b>For each "YES" item, please fully explain the history, current status, and note the treating physician's name and phone number on the next page</b></p>				Reproductive Tract			
				Respiratory Tract, including Asthma			
				Skin Problems/Issues			
				Sleepwalking			
				Sudden death under age 50 of family member * CALL			
				Syncope with exertion (fainting during exercise) * CALL			
				Tobacco regular use and/or addiction * CALL			
				Urinary Tract			
				Vision or hearing issues or impairment			
				Other, including hospitalization in last 5 years (explain):			
				<b>Call HMI immediately regarding any "YES" answer for the "* CALL" issues above.</b>			





**TO BE COMPLETED BY STUDENT or PARENT/S (if student is under 18)**

Have you been under the care of a physician in the last 12 months? If "Yes", please explain why: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Considering the information you have provided above or otherwise, does the student have any condition/s (e.g. mental, physical, emotional) which might affect or limit his or her well-being, the well-being of others, or the student's ability to engage in HMI activities?: Please include any adaptations or modifications appropriate or necessary.

\_\_\_\_\_  
\_\_\_\_\_

Date of last tetanus immunization: \_\_\_\_\_

Do you have medical insurance (*Circle one*)?      Yes      No

Medical Insurance Carrier: \_\_\_\_\_

Policy/Group #: \_\_\_\_\_

**Additional Notes:** \_\_\_\_\_

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TO BE COMPLETED BY STUDENT or PARENT/S (if student is under 18

**ATTENTION – SIGNATURE REQUIRED!** One or both parent/s of the student, or the student if an adult (those 18 years of age or older), must sign below for both the Acknowledgment/Agreement and Medical Authorization:

**ACKNOWLEDGEMENT/AGREEMENT**

To the best of my knowledge, this medical form and any supplemental medical information I submit (any supplemental information incorporated by this reference) contains accurate information. I understand the nature of HMI activities, and acknowledge that I can contact HMI should I have any questions about these activities or the associated physical, mental or emotional demands or other concerns. Other than any limitations described in this form (or in information submitted by the student's health care provider/s), the student agrees, and has permission from his or her parent/s if he or she is a minor, to participate in all HMI activities. I agree to contact HMI if any medical or health condition changes before the start of the HMI program. I understand that providing inaccurate medical or health information or falsifying medical or health information can create serious risks to the student or others, and/or can result in the student's dismissal from the program. I understand the student's final acceptance and participation in the program is contingent upon HMI representatives' review of all forms, including this one. I understand that although HMI will review this information and may allow participation, HMI cannot anticipate or eliminate risks or complications posed by a student's mental, physical, or emotional condition. I understand that emergency, medical, drug and/or health issues, response, assessment or treatment are included within the scope of – and expressly subject to the terms of – the HMI Acknowledgment and Assumption or Risks & Release and Indemnity Agreement. Please review that Document carefully in regard to the activities, risks and your responsibilities.

Note: I consent here to allow HMI staff or its consulting health care providers to contact and communicate with the student's health care provider/s listed in these forms about the student's health and medical condition or care. HMI keeps and provides regular over-the-counter medications for minor illness (headaches, cramps, cold & flu, sore throat, etc.) and asks that students do not bring them. Signing this Acknowledgement/Agreement gives HMI permission to administer over-the-counter medications.

**MEDICAL AUTHORIZATION:**

I authorize HMI staff, representatives and/or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and/or to provide treatment (including, but not limited to hospitalization, medications, injections, anesthesia, or surgery) they consider necessary for my/my child's health. I agree to the release (to or by HMI) of any records necessary for treatment, referral, billing, or insurance purposes. I agree that HMI has no responsibility for medical care provided to me/my child, and agree to pay all costs associated with this care, including but not limited to medical evacuation, travel, compensation and expenses for staff accompanying the student, medicine and treatment. This form may be photocopied for use in the field.

Student Name (printed): \_\_\_\_\_ Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (printed): \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2<sup>nd</sup> Parent/Guardian Name (printed): \_\_\_\_\_ 2<sup>nd</sup> Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## Acknowledgement and Assumption of Risks & Release and Indemnity Agreement

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***Please read and review this entire Document carefully!***

Dear Student/Participant and Parents,

The Acknowledgment and Assumption of Risks & Release and Indemnity Agreement represents a part of the High Mountain Institute's (HMI) risk management practices. Please read the entire Document carefully!

The "Activities and Risks" and "Acknowledgement and Assumption of Risks" sections explain some of the activities participants will engage in, some of the inherent and other risks participants may face and possible outcomes, and contains your acknowledgment, acceptance, and assumption of risks. HMI cannot predict every possible scenario; we have simply listed numerous examples. We seek to inform you of the kinds of activities, risks, and possible outcomes participants will be facing. If you have question or concerns, we expect you to contact us.

Why does HMI not promise a "safe program"? Because a "safe program" would mean not exposing participants to any risk. Participants are exposed to risk by skiing in avalanche terrain, climbing mountains, and splitting firewood. HMI activities, such as these, have inherent and other risks and are part of our programs.

Inherent risks are those that are intrinsic to the activity; without inherent risks an activity loses its essential nature or benefit. For example, the risk of injury from lightning increases as one climbs higher, and is an inherent risk of peak ascents. While HMI staff or others can make judgments about some of the risks and consequences, there is no way to guarantee safety. Judgment is not infallible and misjudgment by HMI staff, participants or others is one of the most significant inherent risks.

The "Release and Indemnity Agreement" section releases and indemnifies HMI from certain claims made against HMI. HMI does not seek this protection with regard to gross negligence or willful or wanton misconduct. ***HMI does seek protection from negligence and all inherent and other risks, including misjudgment.***

HMI seeks this protection because of the litigious climate in our society today. The prospect of lawsuits, before judges and juries who may or may not understand HMI programs is a real and significant issue for HMI. HMI is reserving the right to invoke these documents as we see fit. This is the result of circumstances that neither you nor HMI created. If you are uncertain about the meaning or significance of this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement, you should consult an attorney before signing.

Our hope is that you have confidence in HMI. If you do not have this confidence, you should not come on a HMI program. Please contact me directly with questions or concerns.

Sincerely,

Justin T. Talbot

Director of Wilderness Programs and Risk Management

[jtalbot@hminet.org](mailto:jtalbot@hminet.org)

(719) 486-8200 x111



***Please read and review this entire Document carefully!***

### **Introduction:**

Please review this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. The student/participant (hereafter “participant”) must sign this Document. If participant is under 18 yrs. of age (hereafter sometimes “minor” or “child”), one of the participant’s parents or legal guardians, or both (hereafter collectively “parent” or “parent/s”), if available, must also sign. In consideration of the services of the High Mountain Institute, Inc., and its officers, trustees, advisors, board members, employees (including faculty and other staff), agents, representatives, physician advisors, apprentices, volunteers, member schools and all other affiliated persons or entities (individually and collectively referred to in this Document as “HMI”) in allowing me/my child to participate, ***I (participant and parent/s of a minor participant) acknowledge and agree as follows:***

### **Activities and Risks:**

Participating (whether attending, observing or actively participating) in HMI educational, instructional, recreational and/or adventure activities includes risks. Activities can take place in Colorado, including on and around the HMI premises, or in other locations in the U.S. or in foreign countries. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as “risks”) associated with these activities can cause injury, damage, death or other loss to participant or others. Some, but not all of the activities**, which may be mandatory or optional, scheduled or unscheduled, supervised or unsupervised, or occur as independent opportunities (e.g. vacations, special trips, trips with sub-contractors) (collectively referred to in this Document as “activities”) include:

#### **Travel and living in rustic, rural and/or remote mountainous and wilderness settings:**

- Chores - building fires (inside or outside), splitting firewood, cooking, shoveling snow
- Use of liquid fuel (gasoline) stoves and lanterns
- Transportation in planes, 15 passenger vans & other vehicles
- Wilderness first aid and rescue, real and simulated
- Work or service projects using hand & power tools
- Independent travel or solo time (without direct supervision)
- Mountaineering, backpacking, camping, rock climbing, belaying, rappelling, skiing, canoeing, whitewater rafting, biking, swimming, horseback riding, sports, games, athletic activities
- Participant leadership opportunities (by peers or self)
- Participant socializing and other activities during class time, free, unscheduled and/or independent time, or any other time
- Leadership & supervision by HMI staff, apprentices (interns) or sub-contractors
- Sustained walking, hiking, running, carrying, and lifting
- Use of any equipment, facilities or premises

#### **Some, but not all of the risks that participants may or will be exposed to include:**

- Misjudgments by self or others, including HMI staff
- Inappropriate conduct or negligence by self, others, or HMI staff
- Participant's mental, physical, or emotional condition/s (known or unknown, disclosed or undisclosed) combined with participation
- Stressful and emotionally intense wilderness, residential & academic experiences
- Unpredictable weather, extreme cold & heat, storms & lightning, rain, snow, hail
- Unmarked or obscured hazards on land or in water
- Moving water in streams & rivers, whitewater, difficult stream crossings, flash floods
- High altitudes up to or above 10,000 feet
- Steep slopes, difficult terrain, downed trees
- Falling: rocks, ice, snow, branches, and trees
- Snow avalanches, snow, mud or rock slides, & collapsing snow shelters







## Acknowledgement and Assumption of Risks & Release and Indemnity Agreement

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***Please read and review this entire Document carefully!***

- Unpredictable animal behavior (wild or domestic)
- Failure or misuse of equipment (whether participant's own, or borrowed, rented or purchased from HMI or other source)
- Gas explosion or fire, contaminated water or food or food allergens
- Wireless communication devices that are unreliable in all settings
- Occasional one-on-one supervision by staff or apprentices; no supervision during sleeping hours
- Remote locations, hours or days from help causing delays or complications in communication, evacuation or medical care
- Dangerous road or travel conditions and transportation problems
- Falling down or slipping, being submerged in water, snow or debris
- Animals, insects or microorganisms: stings, bites, poisoning, & blows
- HMI premises risks, including slippery walkways, uneven ground, use of indoor climbing wall or other risks
- Other risks associated with educational, instructional, recreational &/or adventure activities

### **Additional Risks associated with international travel:**

- Political unrest, terrorism or warfare
- Contact with unusual diseases or bacteria
- Thievery or abduction
- Primitive, inadequate or inaccessible medical facilities
- Additions delays in transport from a foreign country back to the U.S for medical care
- Laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system
- **Note:** Although HMI considers current geo-political climates in choosing program locations, HMI personnel are not experts in assessing the likelihood of terrorist activity, political unrest, the need for vaccinations or other issues. The participant is responsible for conducting his or her own independent investigation through the U.S State Department, U.S. Centers for Disease Control, World Health Organization or other sources.

### **These and other activities and risks can result in (for example):**

- Falls, being struck, or colliding with objects or people
- Experiencing vehicle or boat capsize or collision
- Drowning or suffocation
- Becoming lost or disoriented
- Injuries due to heat, cold, altitude, heavy exertion
- Unusual/unknown or known illness, infection or disease: long or short term, including animal/insect borne or contagious diseases
- Gastrointestinal problems or allergic reactions
- Dehydration
- Broken bones, concussions, wounds, cuts, burns
- Property damage or loss
- Heart or lung complications
- Mental/emotional trauma, temporary or permanent
- Other injury, damage, paralysis or other permanent disability, death or loss

### **I (participant and parent/s of a minor participant) further acknowledge and agree:**

- To read all HMI information received; review, complete and sign the required forms and paperwork and abide by the terms of those documents (e.g. Enrollment Agreement and Medical Forms);
- HMI staff are and have been available, should I have questions about the nature and physical demands of these activities and the associated risks. Parent/s give permission for their child to participate in all HMI activities and agree to discuss the nature of these activities and risks with their child;



***Please read and review this entire Document carefully!***

- HMI contracts with individuals or organizations who are independent contractors (not its employees or agents) to conduct some of the activities participants may engage in. HMI does not supervise or control these contractors and is not legally liable or responsible for their conduct;
- HMI requires helmets or other safety gear for some activities. Use of safety gear may prevent or lessen injuries in some instances but is not a guarantee of safety, and injuries can occur even with the use of this gear;
- **If participant is borrowing, renting or purchasing new or used equipment from HMI, the equipment comes “AS-IS,” and HMI disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment. Participant agrees to inspect all equipment before use and notify HMI of any apparent problems or defects with the equipment.**

### **Acknowledgment and Assumption of Risks:**

Information provided above is not complete, other unknown or unanticipated activities, risks or outcomes may exist and HMI cannot assure participant's safety or eliminate any of these risks. All participants share in the responsibility for their own well-being. **Participant is voluntarily participating with knowledge of the risks, and can do so without causing harm to himself/herself or others. Therefore, participant (and parent/s of a minor) assumes and accepts full responsibility for participant for the inherent and other risks (both known and unknown and 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. I (adult participant, or parent for myself and, if my child is a minor, for and on behalf of my participating minor child) agree as follows:**

**(1) to release and agree not to sue HMI**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "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 HMI activities. I understand I agree here to waive all claim/s I or my child may have against HMI, 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 HMI as a result of any injury, damage, death or other loss suffered by me/my child;

**(2) to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) HMI, with respect to any and all claim/s: a) brought by or on behalf of me, my child, my spouse or other family member/s, or my/my child'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 HMI activities,; 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 gross negligence, or willful, wanton or criminal misconduct, in the course of participating in HMI activities, or, brought by a medical care provider, insurer, or other third party as a result of medical care provided to me/my child, including transportation and evacuation costs,.

**This Release and Indemnity Agreement includes claim/s of or resulting from HMI'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 warranty or any other claim.**

### **Other Provisions:**

I (participant and parent/s of a minor participant) agree that Colorado substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute I/my child have with HMI and all other aspects of my/my child's relationship with HMI, contractual or otherwise, and agree that any mediation, suit or other proceeding must be filed or entered into only in Lake County, Colorado. I will attempt to settle any dispute through mediation before a mutually acceptable Colorado mediator.



**Acknowledgement and Assumption of Risks & Release and Indemnity Agreement**

***Please read and review this entire Document carefully!***

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. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law.**

**Participant and 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 parent/s/participant's other family members, heirs, executors, representatives, subrogees, assigns and estate. *Participant must sign below. If participant is a minor (under 18 yrs. of age), one parent or legal guardian, or both parent/s, if available, must also sign below.***

<hr/>		
Print Participant Name	Participant Signature	Date
<hr/>		
Print 1st Parent/Guardian Name	1st Parent/Guardian Signature	Date
<hr/>		
Print 2nd Parent/Guardian Name	2nd Parent/Guardian Signature	Date

