

Loveland Mountain Club Waiver of Liability, Assumption of Risk, and Indemnification

Parties and Definitions. The individual whose name appears at the bottom of this waiver shall be referred to as "Participant." Loveland Mountain Club, Inc., is a Colorado non-profit corporation duly organized under the laws of the State of Colorado and registered with the Colorado Secretary of State. Loveland Mountain Club, Inc., including its employees, agents, volunteers, instructors, guides, officers, directors, and members shall be referred to as "Released Parties." Loveland Mountain Club and its employees, agents, volunteers, instructors, guides, officers, directors, and members either partially or wholly sponsor, organize, direct, conduct, or pay for various recreational activities, events, and trips that include, but are not limited to: hiking; snowshoeing; mountain biking; skiing and geocaching (collectively referred to as "LMC Activities").

Specific Activity if Not a Member of LMC: _____.

Waiver: Participant desires to participate in LMC Activities. In consideration and exchange for allowing Participant to participate in LMC Activities, Participant, for him/herself, heirs, personal representatives and assigns, agrees **not to sue the Released Parties, and to hold harmless and release any Released from any and all liability and/or claims for any injury, death, accident, illness, property damage, or property loss** arising from Participant's engagement in the LMC Activities, including, but not limited to, those claims based on any **Released Party's alleged or actual negligence or breach of any express or implied warranty.**

Assumption of Risk. Participation in any recreational activity or LMC Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another. Some risks include but are not limited to: 1) minor injuries such as scratches, bruises, and sprains. 2) major injuries such as broken bones, eye injury or loss of sight, joint or back injuries, heart attacks, and concussions. 3) catastrophic injuries including paralysis and death and/or 4) exposure to unstable, steep, slippery terrain, wild or poisonous animals, insects or plants, altitude sickness, lightning, cold weather, avalanches, various other forces of nature, extreme remoteness from medical facilities, and/or equipment malfunctions. I understand and agree that I am solely responsible for my own safety and well being while participating in LMC Activities.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in participating in LMC Activities. I hereby assert that my participation is voluntary and I knowingly assume all such risks.

Indemnification and Hold Harmless. I also agree to **indemnify and hold** Released Parties **harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including attorneys' fees brought as a result of my involvement in any LMC Activities and to reimburse the Released Parties for any such expenses incurred.

Severability: Participant expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

PARTICIPANT

Print Name _____

Signature _____ Date _____

If Participant is a minor under the age of 18 please **also** fill out the legal guardian's information below.

PARTICIPANT'S LEGAL GUARDIAN

Print Name _____

Signature _____ Date _____