

ASPEN VALLEY LAND TRUST

Acknowledgement of Risk and Release of Liability

I, and/or my child, wish to participate in activities, events or trips to take place partially or wholly on land owned or managed by Aspen Valley Land Trust (“AVLT”), or sponsored, organized, directed, conducted, or paid for by AVLT. In exchange for the ability to participate in such activities, events or trips, whether or not on AVLT-owned or managed land (“AVLT Activities”), by my signature on this Acknowledgement of Risk and Release of Liability (“Release”), I/we hereby irrevocably and unconditionally agree to the following with regard to myself and/or my child and my/our heirs, estate, insurers, successors and assigns as follows:

1. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**. I understand that any and all AVLT Activities may be hazardous and may result in severe injury, loss, damage, or death. I understand that AVLT Activities involve inherent, serious risks and dangers that are impossible to know or predict. I understand and have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily and freely choose to assume such risks.
2. **RELEASE FROM LIABILITY**. I fully and forever release and discharge AVLT, its volunteers, employees, agents, partners, leaders, instructors, members, guides, officers, directors, representatives, owners or operators of AVLT Activities, facilities, equipment and vehicles, and all others involved in AVLT Activities (the “Released Parties”) from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at any and all AVLT Activities, including transportation related to AVLT Activities, even if it is due to the negligence or other fault of the Released Parties.
3. **COVENANT NOT TO SUE**. I will not initiate any lawsuit, court action, or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or others in connection with my participation in or attendance at any or all AVLT Activities, and I waive any right I may have to do so. I waive my insurers’ right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason.
4. **INDEMNITY**. I will hold harmless, indemnify, and reimburse the Released Parties from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by me, my child, or others in connection with my attendance at or participation in the Activity, including transportation related to AVLT Activities.
5. **NO INSURANCE; MEDICAL EXPENSES**. I understand that the AVLT and others involved in AVLT Activities do not provide me with any insurance, including life, medical, motor vehicle, or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at any AVLT Activities. If I want insurance of any kind, I must obtain my own insurance. I will pay my own medical emergency expenses and all subsequent medical expenses associated with any illness, accident, or injury in connection with any AVLT Activities.
6. **VALIDITY**. I intend this Release to apply in connection with any AVLT Activities at any time and anywhere in the world.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASED PARTIES. I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.

FOR ANY MINOR (A PERSON UNDER 18 YEARS OLD), THE MINOR’S PARENT OR GUARDIAN ALSO AGREES TO THE FOLLOWING:

I am the parent or legal guardian of a minor (the “Participant”). On behalf of the Participant, myself, the Participant’s parents or guardians, heirs, estate, insurers, assigns and anyone else who may make any claim for or on behalf of the Participant, I hereby irrevocably and unconditionally:

1. Agree to all of the terms of the above Acknowledgement of Risk and Release of Liability (“Release”). I understand and agree that all provisions of the Release are incorporated herein by reference and apply to this Parent/Guardian Agreement as well.
2. Agree to cause the Participant to comply with the terms of the above Release, and to review with the minor the risks and understandings set forth in the “Acknowledgement and Assumption of Risk” paragraph above prior to the minor’s participation in any AVL T Activities.
3. Agree not to take any actions that would assist or cause the Participant to invalidate, renounce, negate, revoke, or disclaim any part of the Release.
4. Agree to hold harmless, indemnify, and reimburse the Released Parties from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties in connection with any accident, injury (including death), loss, or damage arising out of the Participant’s attendance at or participation in any AVL T Activities, including transportation related to the AVL T Activities.
5. Authorize and permit AVL T, its employees, agents, volunteers, instructors and members to administer first aid to the Participant, emergency transportation, and any other medical treatment performed by physicians, paramedics, and other medical personnel, in the event of any illness, accident or injury to the Participant during or in AVL T Activities.

PHOTO RELEASE: I hereby give full consent to AVL T to photograph me or the Participant , and publish images, videos and/or audio recordings related to AVL T Activities in which me or the Participant appears (“Media”), for educational or promotional use. I agree to allow AVL T to use the Media for public display and publication purposes. I acknowledge that I will not receive any compensation for the use of such materials.

I HAVE READ THIS PARENT/GUARDIAN RELEASE OF MINOR’S CLAIMS AND THE PRECEDING ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY CAREFULLY. I FULLY UNDERSTAND THEIR CONTENTS AND I VOLUNTARILY AGREE TO THEIR TERMS.

School or group participating in the Aspen Valley Land Trust activity:		
Participant Name(s)		Date of birth
Address		Home Phone
City	State	Zip
Emergency Contact (other than parent/guardian) Name		Phone

Printed Name of Parent/Legal Guardian	Phone
	Email
Signature of Parent/Legal Guardian	Date: