

**RELEASE AND LIABILITY WAIVER
FOR STUDENT PARTICIPATION IN ONE TO ONE ACTIVITIES**

Student's Name: _____

Date: _____

Undersigned, _____, as the parent(s) legal guardian of the above named student ("Student"), who is a client of *One to One's*, hereby gives permission for Student to participate in all *One to One* activities which include but are not limited to the following: skiing, snowboarding, snowshoeing, snowmobiling, sledding, horseback riding, swimming, biking, climbing, hiking, rafting, any activity involved with the Cardboard Sled Derby, or any other activity deemed appropriate by a *One to One* mentor or officer.

I. ACKNOWLEDGMENT OF RISKS

Undersigned acknowledges that travel or physical activity of any kind includes a risk of injury whether inherent or otherwise, and that it is impossible to fully eliminate risk. The undersigned is aware of and acknowledges that the risk of property damage, personal injury, death or other form of damage or injury arising from or in connection with the Student's participation in the travel or activity may result in claims by the undersigned and by Student against *One to One*, its owners, directors, officers, trustees, employees or agents (hereafter "*One to One*" and those associate with *One to One*"). In particular, the undersigned acknowledges the specific risks of serious injury, and even death, from engaging in any skiing activity and understands that it is impossible to eliminate this risk from the dangers of skiing, whether the risks are inherent or otherwise.

Initials: _____

In addition, the undersigned specifically acknowledges that absent the undersigned agreement to the terms of the Release and Liability Waiver on behalf of the Student, *One to One* could not afford the liability risks associated with the Students participation in One to One Program Activities. The undersigned specifically acknowledges *One to One's* reliance upon the execution of this Release and Liability Waiver in permitting the Student to participate in *One to One* Program Activities.

Initials: _____

The nature of any activity in an outdoor environment, (2) the effects of physical activity at high altitudes, (3) exposure to sun and other weather conditions, (4) the acts or omission, negligence in any degree of *One to One*, its agents or employees, and other persons or entities, (5) acts of other participants in this activity, including employees and agents of *One to One* or other persons, (6) contact with plants or animals, (7) my child's physical condition or his or her own acts or omission, (8) conditions of the roads, trails or terrain and accidents connected with their use, (9) transportation to and from activities, school or home, (10) first-aid, emergency treatment or other services rendered, (11) consumption of food or drink.

Initials: _____

I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known and unknown, identified and unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to my child, to property or to other third parties. I expressly accept those risks not specifically listed above as well.

Initials: _____

The undersigned further specifically acknowledges the following:

WARNING

Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions, existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variations in terrain; and the failure of skiers to ski within their own abilities.

Initials: _____

II. RELEASES

A. Parent or Guardian Release: In consideration for being permitted by *One to One* to participate in *One to One* Program Activities, undersigned voluntarily assumes all risks in connection with the Student's participation in *One to One* Program Activities. As further consideration for the Student's participation, undersigned hereby exempts, releases and forever discharges *One to One* and those associated with *One to One* from any and all liability, costs, damage, claims, demands, actions or causes of action whatsoever, including attorneys fees and costs, arising from any harm, injury, damage or loss to the Student, any other person or property, the Student may cause as a result of his/her participation in *One to One* Program Activities. Undersigned further agrees to pay all costs associated with medical care, expenses and related transportation for Student, and agrees to indemnify and hold *One to One* and those associated with *One to One* harmless from any and all such costs incurred. Undersigned further agrees that he/she has not now and will not at any point in the future commence any action, suit or other proceeding against *One to One* seeking to recover for one or more of the claims herein.

Initials: _____

B. Student's Release: In consideration for being permitted by *One to One* to participate in *One to One* Program Activities, undersigned, on behalf of Student, voluntarily assumes all risks in connection with the Student's participation in *One to One* Program Activities. As further consideration for the Student's participation, undersigned, on behalf of Student, hereby exempts, releases and forever discharges *One to One* and those associated with *One to One* from any and all liability, costs, damage, claims, demands, actions or causes of action whatsoever, including attorneys fees and costs, arising from any harm, injury, damage or loss to the Student, any other person or property, the Student may cause as a result of his/her participation in *One to One* Program Activities. Undersigned, on behalf of Student, further agrees to pay all costs associated with medical care, expenses and related transportation for Student, and agrees to indemnify and hold *One to One* and those associated with *One to One* harmless from any and all such costs

incurred. Undersigned, on behalf of Student further agrees that he/she has not now and will not at any point in the future commence any action, suit or other proceeding against **One to One** seeking to recover for one or more of the claims herein.

Initials: _____

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROERTY IS DAMAGED WHILE MY CHILD IS ENGAGED WITH ONE TO ONE, NEITHER I, NOR ANY OTHER PARENT OF MY CHILD, NOR MY CHILD WILL HAVE ANY RIGHT TO MAKE CLAIM OR FILE A LAWSUIT AGAINST ONE TO ONE OR ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES. EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSE THE BODILY INJURY OR PROPERTY DAMAGE.

Initials: _____

III. PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITION.

I understand and acknowledge that no major medical insurance benefits will be provided to my child. I certify that I have sufficient health, accident and liability insurance to cover any bodily or property damage which my child may incur while participating with the **One to One** program and to cover bodily injury or property damage caused to a third party as a result of his or her participation with **One to One**. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

Initials: _____

Are there any physical or mental conditions for which your child has received medical treatment or for which he or she is currently receiving medical treatment? If so, please describe these conditions below:

IV. SEVERABILITY

If any term or provision of this release or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this release, 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 shall be valid and be enforced to the fullest extent permitted by law as if this release were prepared and signed without the invalid or unenforceable term or provision.

Initials: _____

V. CHOICE OF LAW

This release 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).

Initials: _____

I understand and acknowledge that by signing this document I have given up certain legal rights and/or possible claims, which I might otherwise assert or maintain against **One to One**, its agents or employees and other persons or entities affiliated or associated with it, including specifically, but not limited to, rights arising from or claims for the acts of omissions, negligent in any degree, of **One to One**, its agents or employees, and all other persons or entities affiliated or associated with it.

Initials: _____

VI. INTEGRATION

Undersigned acknowledges that this is the entire agreement between undersigned, Student and **One to One** and those associated with **One to One**, and that this release cannot be modified or changed in any way by the representations or statements of any employee or agent of **One to One** or those associated with **One to One** or by the undersigned or Student.

Initials: _____

VII. VOLUNTARINESS

Undersigned certifies that he/she has carefully read this document, that he/she fully understands its terms and conditions and that he/she has signed it voluntarily and willingly. **Initials:** _____

THIS PERMISSION AND LIABILITY WAIVER SHOULD NOT BE SIGNED IF YOU DO NOT UNDERSTAND IT OR DO NOT AGREE WITH ITS TERMS.

All parents or guardians responsible for the Student must sign this agreement.

Parent/Guardian

Parent/Guardian

Printed Name

Printed Name

Date: _____

Date _____

