

ATHLETE RELEASE of LIABILITY



Athlete agreement, release and assumption of risk:

In consideration for the rights and privileges associated with participation in any Get Out! programs and sports, including, but not limited to, training sessions, races, competitions, training camps, workshops or events, the undersigned acknowledges and agrees to release, indemnify and discharge Get Out! Durango and Outback Adventure, Inc. (hereinafter collectively referred to as "GO/OA") as follows:

1. Athlete accepts and understands that Get Out! sports can be hazardous with many dangers and risks. It further understood that training, competing and racing competitively can be more hazardous than recreational sports. Athlete realizes that injuries are a common and ordinary occurrence in sports, and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to him/her, to property, or to third parties. Athlete understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Athlete contractually agrees that any and all disputes between himself/herself and GO/OA and all other persons or entities acting in any capacity on their behalf from his/her participation in the GO/OA event, including any claims for personal injury and/or death, will be governed by the laws of the State of Colorado and exclusive jurisdiction thereof will be in the State court residing in the city of Durango, Colorado, and County of La Plata, Colorado.
2. I expressly agree and promise to accept and assume all of the risks existing in any Get Out sports. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless GO/OA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or any use of GO/OA equipment or facilities, including without limitation any such claims which allege negligent acts or omissions of GO/OA.
4. Should GO/OA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event any section of this Athlete Agreement and Release of Liability is found to be unenforceable, the remaining terms shall be fully enforceable.
7. This Athlete Agreement and Release of Liability shall be binding to the fullest extent permitted by law.
8. This Athlete Agreement and Release of Liability shall be binding upon Athlete's assignees, heirs, next of kin, executors, personal representatives and administrators and may be pled by the GO/OA as a complete bar and defense against any claim, demand, action or cause of action by or on behalf of the Athlete.
9. In the event this Participation Agreement, Release and Assumption of Risk involve a Athlete under the age of 18 years old, it must be signed by a Parent or Legal Guardian of such Athlete. Such signator, on behalf of Athlete, also agrees to release GO/OA from any and all claims that he/she might otherwise possess and further agrees to defend and indemnify GO/OA for all claims asserted by or on behalf of or otherwise arising from injury or death to the Athlete.

I have had sufficient opportunity to read this entire Athlete Agreement and Release of Liability and understand its contents and sign it with full knowledge of its significance.

Athlete Name _____ Signature _____ Date _____

Parent/Guardian Name* _____ Signature _____ Date _____

*Required if Athlete is under the age of 18.