



Friends Forever – Colorado General Activity Participation Agreement

AGREEMENT TO TERMS, LIABILITY RELEASE, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT (the “Agreement”)

This is a legally binding agreement. Read it carefully and decide whether to sign where indicated below.

1. “Adult” means the undersigned Adult, being at least 18 years old, signing on behalf of him/herself and/or the undersigned parent or legal guardian, being at least 18 years old, signing on behalf of the minor child or protected person named below (“Protected Person”) so that the Protected Person and/or Adult will be permitted to engage in the Activities (as defined below). “Participant” refers to the person(s) taking part in the Activities. Adult and Protected Person shall collectively be referred to hereinafter as the “Undersigned”.
2. **ADULT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, ADULT FOR HIM/HERSELF AND, IF APPLICABLE, ON BEHALF OF PROTECTED PERSON, IS VOLUNTARILY AND FREELY ASSUMING ALL DANGERS AND RISKS OF THE ACTIVITIES (AS DEFINED BELOW), INHERENT OR OTHERWISE, AND IS WAIVING RIGHTS AND RELEASING CLAIMS IN CONNECTION WITH THE DECISION FOR PARTICIPANT TO VOLUNTARILY ENGAGE IN THESE ACTIVITIES. UNDERSIGNED ACKNOWLEDGE AND AGREE THAT PARTICIPANT IS UNDER NO OBLIGATION TO PARTAKE IN THE VOLUNTARY ACTIVITIES DESCRIBED IN THIS RELEASE AND THAT ADULT AND/OR PARTICIPANT MAY CHOOSE TO NOT SIGN AND NOT PARTICIPATE AFTER READING THIS AGREEMENT.**
3. Undersigned voluntarily request that Friends Forever – Colorado, a Colorado Nonprofit Corporation (“FF-CO”) allow Participant to participate in various sporting, recreational, educational, and other activities that will be offered by FF-CO, including but not limited to various summer camp activities and/or games (including but not limited to hiking, swimming, water sports, scavenger hunts, arts & crafts, campfires, capture the flag, dodgeball, tag, horseshoes, team building games and outdoor living skills), various social activities (including but not limited to parents’ nights out, Bible studies, dances and performances) and various recreational activities (including but not limited to billiards, miniature golf, and various ball sports such as soccer, baseball, tennis, volleyball, etc.) (each an “Activity” and collectively the “Activities”).
4. Undersigned understand, acknowledge and agree that, given the variety of potential activities, excursions, projects, games, etc. that FF-CO may offer throughout the course of year, the Activities described above do not amount to an exhaustive list. Parent and/or the Participant shall have the right, upon making a written request to FF-CO, to receive additional information about any upcoming Activity or Activities. Undersigned hereby agree that Participant shall not participate in any Activity unless and until all of Participant’s and/or Adult’s questions regarding the Activities have been answered to his/her/their satisfaction. Undersigned further acknowledge and agree that Adult and/or Participant shall be under no obligation to participate in any particular Activity, but that participation in any Activity during the term of this Agreement – regardless of whether the particular type of activity is expressly mentioned in this Agreement – shall be governed by this Agreement.
5. Undersigned represent and warrant that Participant(s) have adequate insurance to cover any injury or damage that Participant(s) may suffer or cause while participating in the Activities, or that Undersigned agree to bear the cost of such injury or damage personally. Undersigned agree to complete and return **Addendum A** (*Medical Information / Authorization for Treatment*) and understand that this form must be completed prior to any involvement in any Activities.
6. **UNDERSIGNED ARE AWARE AND UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THE ACTIVITIES, INCLUDING THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.** Undersigned further acknowledge and agree that any injuries the Participant might sustain may be compounded by negligent emergency response or rescue operations. Undersigned are also aware that, in addition to the activities defined above, Participant may engage in a range of other activities by virtue of participation in the Activities, including but not limited to, transportation to and from a particular Activity. As a result, Undersigned understand that the hazards and risks of the Activities include, but are not limited to: motor vehicle accidents, muscle strains and sprains, bruises, abrasions, contusions, heat stroke, dehydration, exhaustion, broken bones, ligament and joint injuries, concussions, eye injuries, brain injury, paralysis, heart attack, and death. Undersigned understands and agrees that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in the Activities to which Participant may be exposed. Undersigned further understands that certain risks associated with participating in Activities may be caused or increased by Participant’s own actions or inactions and/or the actions or inactions of others involved with the Activities. Undersigned further understands and agrees that there may be other risks and potential damages either not known or readily foreseeable at this time. **UNDERSIGNED FULLY ACCEPTS AND ASSUMES ANY AND ALL RISKS AND RESPONSIBILITY FOR INJURIES (INCLUDING DEATH), LOSSES, COSTS, AND DAMAGES,** regardless of severity, that Undersigned incur as a result of Participant(s) participating in any Activity.
7. **IN CONSIDERATION OF PARTICIPANT BEING ABLE TO PARTICIPATE IN THE ACTIVITIES:**
 - a. Participant agrees to abide by any and all rules imposed by FF-CO for any Activity and agrees that any breach of conduct in violation of the rules may result in immediate expulsion from that Activity.
 - b. Undersigned, on behalf of Undersigned’s family, heirs, successors, assigns, and anyone claiming any interest through Undersigned,

hereby knowingly, intentionally, and voluntarily waive, release, indemnify and agree to hold harmless FF-CO and all officers, agents, employees, stockholders, members, directors, managers, volunteers, and all other persons or entities associated with FF-CO (herein collectively referred to as the "Released Parties") from any and all actions, suits, claims, damages, and liability (including attorney's fees, court costs, and expert witness fees), that Undersigned, on behalf of Undersigned's family, heirs, successors, assigns, and anyone claiming any interest through Undersigned, may have for any damage, injury, paralysis, loss or death to Participant or any other person or property arising out of Participant participation in the Activities, whether such any damage, injury, paralysis, loss, or death results from negligence of any of the Released Parties from some other cause.

- c. Participant personally assumes all risks, whether foreseen or unforeseen, in connection with the Activities, for any harm, injury or damage that may befall Participant while participating in the Activities, including the risk of negligence of any other participant or third party, including the Released Parties. Participant accepts full responsibility for any and all damage, injury, paralysis, or death arising out of Participant's participation in the Activities. Undersigned understands and explicitly agrees that neither Undersigned, nor Undersigned's family, their successors, assigns, or anyone claiming any interest through Undersigned, will bring any legal action whatsoever against any of the Released Parties as a result of any such damage, injury, paralysis, loss, or death to Participant or any other person or property that arises out of Participant's participation in the Activities. Undersigned, on behalf of Participant (and Participant's estate if Participant perishes), hereby agrees to hold harmless and indemnify all of the above named Released Parties for any and all actions, suits, claims, damages, and liability (including attorney's fees, court costs, and expert witness fees), which may be brought against any or all of the Released Parties by anyone claiming to have been injured as a result of any injury, including death, as a result of Participant's participation in the Activities.
 - d. Undersigned understands and agrees that participation in the Activities may be photographed, videoed and/or promoted by FF-CO, and in consideration for permission to participate in the Activities, Participant relinquishes all rights relating to such photographs and videos and hereby gives permission to FF-CO to use Participant's likeness to promote FF-CO.
 - e. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. If any lawsuit or claim is brought regarding Participant's participation in the Activities, Undersigned agrees that jurisdiction and venue for such suit shall be in state or federal courts located in Broomfield County, Colorado or the Denver Metro area and hereby irrevocably waives any other jurisdiction or venue to which Adult, Participant, or their respective estates might otherwise be entitled.
 - f. If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall be deemed amended to conform to the requirements of the law so as to be valid and enforceable.
 - g. This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.
8. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be construed as a waiver of any person's prospective claim against a person or entity for a willful and wanton act or omission, a reckless act or omission, or a grossly negligent act or omission.

ACKNOWLEDGEMENT AND REPRESENTATIONS OF SIGNOR

I HEREBY CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT IT IS A LEGALLY BINDING DOCUMENT THAT AFFECTS IMPORTANT LEGAL RIGHTS AND REMEDIES, INCLUDING THOSE OF MYSELF, MY CHILD, MY FAMILY AND/OR MY CHILD'S HEIRS. THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF PROTECTED PERSON AND THAT PROTECTED PERSON WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF PROTECTED PERSON, PROTECTED PERSON WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITY.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read or had the opportunity to read the foregoing language in entirety, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent and, if applicable, I am the parent or legal guardian of the Participant identified below, and I execute this Agreement to Terms, Liability Release, Waiver of Claims, Express Assumption of Risk and Indemnification Agreement for full, adequate and complete consideration, fully intending to be bound by same. **If signing pursuant to a power of attorney or guardianship, you must attach documentation evidencing your authority to sign on behalf of the Participant.**

SIGNATURES REQUIRED TO PARTICIPATE

Executed this ____ day of _____, 20__ by:

PRINT Participant's Name

Participant's Date of Birth

Participant's Signature (if 18 or older)

PRINT Name of Participant's Parent/Legal Guardian

Signature of Participant's Parent/Legal Guardian