



ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

CHECK LIST:

- Initialed by participant on each page
- Initialed by parent on each page (if participant is under 18)
- Signed by participant and parent on Page 6 (if participant is under 18)
- Mail or fax to Dragons:
3200 Carbon Place, Suite 102
Boulder, CO 80301
Fax: 303.413.0857

Participant please note:

Dragons has maintained an exceptional safety record due in large measure to the fact that participants and families are aware of the risks involved and that participants begin our programs mentally and physically prepared for the journey. The following "Assumption of Risk & Release and Indemnity Agreement" is also an important resource tool designed to further help students and families understand and appreciate the risks we are exposed to, as well as the rules and regulations we have established to mitigate those risks. Please read the following document carefully. If you do not understand any of the following or if you have questions about protocols or rules that we have established to decrease our exposure to risk, please call and speak to one of our administrative staff here at the Dragons office: 800-982-9203. Please initial each page, and sign and date the last page.

Participant: _____

Program: _____

WHERE THERE BE DRAGONS, LLC
ACKNOWLEDGMENT AND ASSUMPTION OF RISK
& RELEASE AND INDEMNITY AGREEMENT

THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. All participants must sign this Document. For participants under 18 years of age (hereafter sometimes “minor” or “child”), one of the participant’s parents or legal guardians (hereafter collectively “parent”) must also sign. In consideration for participant being permitted to participate in the activities of Where There Be Dragons, LLC, and its officers, directors, members, employees, agents, subcontractors, representatives, and volunteers, including its medical consultants and all other persons or entities affiliated with it (hereafter individually and collectively “W.T.B.D.”), I (participant and/or parent of a minor participant) acknowledge and agree as follows:

Acknowledgement and Assumption of Risks

Participating (whether simply attending, observing or actively participating) in W.T.B.D. educational, instructional, recreational and/or adventure activities includes risks. These activities can occur in various locations. Activities which may be led by W.T.B.D. staff, subcontractors or others include, but may not be limited to: boating (including rafting, canoeing, sailing, and kayaking); camping; running; hiking, trekking, and backpacking; snorkeling; scuba diving; surfing; swimming; bicycling; horseback, yak, donkey, camel, and elephant riding; home construction and other service projects; independent study projects; bouldering and rock climbing; experiential activities including a variety of games and group initiatives; canopy zipline tours as well as low and high challenge courses (systems which include poles, ropes, cables, ziplines, ladders, platforms, swings, climbing towers and other natural and manmade elements, over and on which participants move, with and without assistance from staff or other participants) and related equipment; receiving acupuncture, massages, and other local healing practices; and transportation in vans, buses, trucks or other vehicles (collectively referred to in this Document as “Activities”). Activities may be scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during the participant’s free time. **I acknowledge that the inherent and other risks, hazards, and dangers (collectively referred to in this Document as “risks”) of the Activities can cause injury, damage, death or other loss to the participant or others.** The parent of a minor gives permission for their child to participate in all Activities and agrees to discuss the nature and risks of the Activities with their child.

I UNDERSTAND THAT THE RISKS INCLUDE, WITHOUT LIMITATION:

1. Weather, environmental, and surface and subsurface conditions in an outdoor or wilderness environment in a foreign country that are unpredictable and dangerous, including risks associated with travel on trails or routes that may not be groomed, maintained, controlled, or marked; lightning; snow or ice accumulation; high altitude conditions; fast moving rivers or other water bodies; falling or fallen timber; mineshafts; rockfall; icefall; steep or slippery terrain; electrical storms; mountain storms; flashfloods; snow; rain; hail; sleet; ice and extremely cold water; geothermal geysers or geothermally heated (extremely hot) water; unstable or loose rock; wild or domestic animals; stinging, venomous and/or disease carrying animals, insects or microorganisms; and other natural and man-made hazards and dangers;
2. Participant’s mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the Activities includes risks. Although W.T.B.D. will review participant’s submitted medical information, W.T.B.D. cannot anticipate or eliminate risks or complications posed by participant’s mental, physical (including fitness level) or emotional condition;
3. Risks associated with W.T.B.D. staff decision-making, judgments, and warnings, which are often based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to error. These include the risk that a staff member may misjudge an individual’s capabilities, health, or fitness level, or misjudge terrain, weather,

Parent Initial (if student is under 18): _____

Student Initial (required): _____

trail location and conditions, water-level, ocean conditions, river and/or terrain route location, some aspect of instruction, medical treatment, the character and propensities of an animal, or how best to react in certain circumstances;

4. Animals, including without limitation, horses, donkeys, yaks, or elephants are unpredictable and uncontrollable in all circumstances, whether participants are mounting, dismounting, saddling, feeding, riding, packing, or otherwise dealing with animals in any way. Animals are generally much larger, more powerful, and faster than a human, and can react to the environment, and the conduct and actions of riders and other persons in harmful ways. Without warning, animals can kick, bite, stomp, stumble, rear, bolt, fall, and react to sudden movements, noise, light, vehicles, other animals, or objects. Riding animals can involve equipment that may break or otherwise fail, saddles or blankets that may slip, and other riders who may not control their animals and cause a collision or other unpredictable consequences;

WARNING: Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

5. Risks of camping, including the risk of tending to, being near, or cooking over an open fire or gas or propane stove that is subject to a gas explosion, scalding, or other burns. Other risks include the risk of contaminated water in natural water sources, the risk of falling trees and/or branches, floods, harsh and unpredictable weather, wildlife disturbances and encounters, insect bites, and other hazards at a camp site;
6. The risk that equipment or gear may be misused, may not fit, or may break, fail, or malfunction. This includes participant's personal equipment, W.T.B.D. equipment, or other equipment (whether purchased, borrowed, or rented). Participants choosing to bring and use their personal equipment (including any safety gear), assume full responsibility (along with the parent of a minor), for choosing appropriate equipment and for the fit and condition of this equipment. W.T.B.D. requires use of helmets or other safety gear for some Activities. Safety gear may prevent or lessen injuries in some instances but it is not a guarantee of safety, and injury can occur even with the use of this gear;
7. The unavailability of immediate and quality medical attention or rescue possibilities in an isolated and remote location, including the limited ability to communicate with rescue and medical personnel, and to transport or evacuate a participant from an incident location. Activities may take place in locations as much as several hours or days from any medical facility, and in regions where traditional Western medical care is not always available;
8. Risks associated with high and low challenge course elements and zip-lines which may be as high as 50 feet off the ground, including the possibility of falling a large distance, slipping, rope burns, pinches, jolts, splinters or swaying, colliding with other participants, and experiencing anxieties and fears associated with heights;
9. Risks from participating in a physically exerting activity in an unpredictable environment, including engaging in repetitive arm and leg movements, bending, walking, riding, twisting, pulling, lifting, running, jumping, climbing, and sustaining back and other injuries as a result of using a shovel, hammer, machete, pick-axe, or other tool;
10. Risks associated with rafting, kayaking, or canoeing in a creek or river, including encountering swift or cold water; the presence of unknown obstacles such as rocks or timber; the risk that a vessel may overturn or sink; and risks associated with Personal Flotation Devices, including that it does not properly fit, it may not be available, is not properly secured, or contains a defect that may impact its ability to function;
11. Risks associated with surfing, sea kayaking, snorkeling, and scuba diving in an ocean or other open body of water, including interactions with other individuals and vessels on the water; potential hazards including docks, piers, bridges, buoys, rocks, corals and the shore; water and weather conditions including tides, waves, and currents; equipment and gear malfunction; interactions with fish, sharks, turtles, insects, and other animals; the unpredictability of the ocean; and otherwise being in a large body of water where a lifeguard is not present;

12. Risks associated with acupuncture, massages, and other local healing practices including soreness, bleeding and blood clots, necrosis, jewelry swallowing and rejection, organ injury, bruising, swelling, infections, transmission of illnesses or skin conditions, stress on the nervous system, pain or discomfort, fractures, headaches, and aggravation of preexisting conditions;
13. Risks associated with home stays and residing with unknown people in a foreign, undeveloped country, including exposure to unfamiliar food, water, and domestic and wild animals; risks associated with varying and unfamiliar cultural norms; unanticipated verbal and physical harm; the careless or reckless behavior of other people; the possibility of inadvertent touching or unwanted sexual advances; and personal disclosure and/or interaction with such people;
14. Risks associated with interactions with, and reliance on, W.T.B.D., other participants, or unknown third parties, including the careless or reckless behavior of other people, the possibility of inadvertent touching or unwanted sexual advances, and personal disclosure and/or interaction with co-participants;
15. Risks of traveling in foreign countries, including being transported to and from activities by bus, van, pick-up truck, or personal car on undeveloped, rough, mountainous and unpredictable terrain, including dangerous roads, bridges, and other infrastructure; the risks of driver error either by individuals affiliated with a third-party carrier or drivers of other vehicles; the risk of vehicle malfunction and travel in potentially unsafe vehicles including the back of a pick-up truck or buses not equipped with seat belts; exposure to poor sanitation and contaminated foods or water, and unusual diseases; and encounters with terrorism, war, kidnapping, political unrest, riots, individuals with anti-American sentiment, and other forces or harm; and
16. Risks associated with participants having free and/or independent time before, during, and after Activities. At all times, all participants share in the responsibility for their own wellbeing.

These risks can result in participants: falling partway or falling to the ground or into the water; being struck by, colliding with or impacting objects, people, animals or the bottom of a water body; experiencing vehicle collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; and suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold-related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns; illnesses (including contracting animal/insect borne or contagious diseases); infections; cuts or wounds; or other injury, damage, death or loss.

I (participant and/or parent of a minor participant) acknowledge and agree:

- To honestly and accurately complete all W.T.B.D. registration forms (including medical forms) and obey all rules and policies;
- To disclose to W.T.B.D. any mental, physical or emotional conditions or limitations which may affect participant's ability to participate, and represent that participant is fully capable of participating without harming him or herself or others;
- W.T.B.D. representatives are available if I have further questions about the Activities or the associated risks;
- W.T.B.D. contracts with individuals or organizations that are independent contractors (not employees or agents of W.T.B.D.) to provide or conduct some of the services and Activities participants will engage in. W.T.B.D. does not supervise or control these contractors and is not legally liable or responsible for their conduct;
- **The information provided above is not complete, other unknown or unanticipated activities, risks, and outcomes may exist, and W.T.B.D. cannot assure participant's safety or eliminate any of these risks;**

Parent Initial (if student is under 18): _____

Student Initial (required): _____

- If participant is borrowing or renting new or used equipment from W.T.B.D., the equipment comes "AS-IS," and W.T.B.D. disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose), regarding the equipment;
- Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent of a minor) assumes and accepts full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of the Activities and for any injury, damage, death or other loss suffered by participant (and parent of a minor), resulting from those risks, including the risk of participant's own negligence or other misconduct.

Release and Indemnity Agreement

Please read carefully. This Acknowledgement and Assumption of Risks & Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent for myself and for and on behalf of my participating minor child) agree as follows:

1. **To release and agree not to sue W.T.B.D.**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the Activities. **I agree here to waive all claim/s I or my child may have against W.T.B.D., legally bind my/my child's estate and any family member, heir, or other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against W.T.B.D. as a result of any injury, damage, death or other loss suffered by me or my child.**
2. **To defend, hold harmless, and indemnify** ("indemnify" meaning protect by reimbursement or payment) W.T.B.D. with respect to any and all claim/s brought by or on behalf of me, my participating child, spouse or other family member/s, my/my participating child's heirs or estate, or a co-participant or any other person, for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the Activities. This includes any and all claim/s which may be presented by a medical care provider, insurer, or other third party as a result of medical care provided to the participant before, during, or after the Activities, including transportation and evacuation costs.

This Release and Indemnity Agreement includes claim/s of or resulting from W.T.B.D.'s negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment, or treatment), property damage, loss of consortium, breach of contract, or any other claim.

Other Provisions

I (participant and/or parent of a minor participant) acknowledge and agree:

I understand that W.T.B.D. reserves the right to dismiss the participant from a course if it believes, in its sole discretion, the participant presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to W.T.B.D. or other participants. I acknowledge and understand that smoking cigarettes, body alteration – including tattoos and piercings – and use of illicit drugs or abuse of alcohol is grounds for immediate dismissal from the program. If the participant is dismissed or departs for any reason, I am solely responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies, or otherwise. These costs include, but may not be limited to plane, train, or bus fare, and meals or accommodations.

I authorize W.T.B.D. and/or its agents and designees, to photograph, film, record and/or otherwise capture the name, image, voice, written statement, group journal or electronic entry, photograph and/or visual likeness of me, my child and/or my other family members (collectively "images"), without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications and/or for any informational, promotional, educational, audiovisual, exhibition, editorial, or other use in any manner that W.T.B.D. desires. These images are the sole property of W.T.B.D. and I waive any inspection or approval rights.

I authorize W.T.B.D. staff or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and/or to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by W.T.B.D.) of any records necessary for treatment, referral, billing or insurance purposes. I agree to pay all costs associated with any such care and/or transportation, including medical and/or airlift evacuation and associated expenses.

I agree that Colorado substantive law (without regard to its "conflict of laws" rules) exclusively governs this Document, any dispute I/my child have with W.T.B.D., and all other aspects of my/my child's relationship with W.T.B.D., contractual or otherwise. I also agree that any legal proceeding must be filed only in the state court located in the County of Boulder, Colorado, which will be the sole jurisdiction and venue for any legal proceeding relating to or arising out of the Activities, this Document or otherwise. Before filing a lawsuit, I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If a court or any other appropriate authority finds any portion of this Document to be invalid, all other portions of this Document will remain in full force and effect and binding upon the parties.**

PARTICIPANT AND/OR PARENT OF A MINOR PARTICIPANT AGREE: I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND LEGALLY BINDING UPON ME, MY SPOUSE, PARTICIPATING CHILD AND OTHER CHILDREN, AND PARTICIPANT'S/PARENT'S OTHER FAMILY MEMBERS, HEIRS, EXECUTORS, REPRESENTATIVES, SUBROGEEES, ASSIGNS, AND ESTATE. ALL PARTICIPANTS MUST SIGN BELOW. IF PARTICIPANT IS A MINOR (THOSE UNDER 18 YEARS OF AGE), ONE OF THE PARTICIPANT'S PARENTS OR LEGAL GUARDIANS MUST ALSO SIGN BELOW.

I understand that my signature is valid and legally binding whether I choose to electronically sign, or sign a printable version of this Document.

_____ Participant Signature	_____ Date	_____ Print Name Here	_____ Birthdate
_____ Parent/Guardian Signature of minor participant	_____ Date	_____ Print Name Here	
_____ Parent/Guardian Signature of minor participant	_____ Date	_____ Print Name Here	