



Acknowledgement and Assumption of Risks & Release and Indemnity Agreement

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Please read and review this entire Document carefully!

Dear Student/Participant,

The Acknowledgement and Assumption of Risks & Release and Indemnity Agreement represents a part of the High Mountain Institute's (HMI) risk management practices. Please read the entire Agreement carefully!

The "Activities and Risks" and "Acknowledgement and Assumption of Risks" sections explain some of the activities participants will engage in, some of the inherent and other risks participants may face and possible outcomes, and contains your acknowledgment, acceptance, and assumption of risks. HMI cannot predict every possible scenario; we have simply listed numerous examples. We seek to inform you of the kinds of activities, risks, and possible outcomes participants will be facing. If you have questions or concerns, we expect you to contact us.

Why does HMI not promise a "safe program"? Because a "safe program" would mean not exposing participants to any risk. Participants are exposed to risk by skiing in avalanche terrain, climbing mountains, and splitting firewood. HMI activities, such as these, have inherent and other risks and are part of our programs.

Inherent risks are those that are intrinsic to the activity; without inherent risks an activity loses its essential nature or benefit. For example, the risk of injury from lightning increases as one climbs higher and is an inherent risk of peak ascents. While HMI staff or others can make judgments about some of the risks and consequences, there is no way to guarantee safety. Judgment is not infallible and misjudgment by HMI staff, participants or others is one of the most significant inherent risks.

The "Release and Indemnity Agreement" section releases and indemnifies HMI from certain claims made against HMI. HMI does not seek this protection with regard to gross negligence or willful or wanton misconduct. ***HMI does seek protection from negligence and all inherent and other risks, including misjudgment.***

HMI seeks this protection because of the litigious climate in our society today. The prospect of lawsuits, before judges and juries who may or may not understand HMI programs is a real and significant issue for HMI. HMI is reserving the right to invoke these documents as we see fit. This is the result of circumstances that neither you nor HMI created. If you are uncertain about the meaning or significance of this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement, you should consult an attorney before signing.

Our hope is that you have confidence in HMI. If you do not have this confidence, you should not come on a HMI program. Please contact me directly with questions or concerns.

Sincerely,

Justin T. Talbot

Director of Wilderness Programs and Risk Management

jtalbot@hminet.org

(719) 486-8200 x111



Please read and review this entire Document carefully!

Introduction:

Please review this **Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Agreement”)** carefully before signing. The student/participant (hereafter “participant”) must sign this Document if he/she/they is over the age of 18. If participant is under 18 yrs. of age, participant’s parents or legal guardians (hereafter collectively “parent” or “parent/s”) must also sign. In consideration of the services of the High Mountain Institute, Inc., and its officers, trustees, advisors, board members, employees (including faculty and other staff), agents, representatives, physician advisors, apprentices, volunteers, member schools and all other affiliated persons or entities (individually and collectively referred to in this Agreement as “HMI”) in allowing participant to participate, ***I acknowledge and agree as follows:***

Activities and Risks:

Participating (whether attending, observing or actively participating) in HMI educational, instructional, experiential, recreational and/or adventure activities includes risks. Activities can take place in Colorado, including on and around HMI premises, or in other locations in the U.S. or in foreign countries. **I acknowledge that the inherent and other risks, hazards and dangers** (collectively referred to in this Agreement as “risks”) **associated with the activities can cause injury, damage, death or other loss to participant or others.** Some, but not all of the activities, which may be mandatory or optional, scheduled or unscheduled, supervised or unsupervised, or occur as independent opportunities (e.g. vacations, special trips, trips with sub-contractors) (collectively referred to in this Agreement as “activities”) include:

- Travel and living in rustic, rural and/or remote mountainous and wilderness settings
- Chores - building fires (inside or outside), splitting firewood, cooking, shoveling snow
- Use of liquid fuel (gasoline) stoves and lanterns
- Transportation in planes, 15 passenger vans & other vehicles
- Wilderness first aid and rescue, real and simulated
- Work or service projects using hand & power tools
- Independent travel or solo time (without direct supervision)
- Mountaineering, backpacking, camping, rock climbing, belaying, rappelling, skiing, canoeing, whitewater rafting, biking, swimming, horseback riding, sports, games, athletic activities
- Participant leadership opportunities (by peers or self)
- Participant socializing and other activities during class time, free, unscheduled and/or independent time, or any other time
- Give and receive constructive feedback while remaining positive and solution oriented
- Leadership & supervision by HMI staff, apprentices (interns) or sub-contractors
- Sustained walking, hiking, running, carrying, and lifting
- Use of any equipment, facilities or premises

Some, but not all of the risks that participant may or will be exposed to include:

- Interaction with others, including exposure to bacteria, viruses or other pathogens, including but not limited to the novel coronavirus associated with COVID-19
- Misjudgments by self or others, including HMI staff
- Inappropriate conduct or negligence by self, others, or HMI staff
- Participant’s mental, physical, or emotional condition/s (known or unknown, disclosed or undisclosed) combined with participation
- Stressful and emotionally intense wilderness, residential & academic experiences
- Unpredictable weather, extreme cold & heat, storms & lightning, rain, snow, hail
- Unmarked or obscured hazards on land or in water
- Moving water in streams & rivers, whitewater, difficult stream crossings, flash floods
- High altitudes up to or above 10,000 feet
- Steep slopes, difficult terrain, downed trees
- Falling: rocks, ice, snow, branches, and trees
- Snow avalanches, snow, mud or rock slides, & collapsing snow shelters





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- Unpredictable animal behavior (wild or domestic)
- Failure or misuse of equipment (whether participant's own, or borrowed, rented or purchased from HMI or other source)
- Gas explosion or fire, contaminated water or food or food allergens
- Wireless communication devices that are unreliable in all settings
- Occasional one-on-one supervision by staff or apprentices; no supervision during sleeping hours
- Remote locations, hours or days from help causing delays or complications in communication, evacuation or medical care
- Dangerous road or travel conditions and transportation problems
- Falling down or slipping, being submerged in water, snow or debris
- Animals, insects or microorganisms: stings, bites, poisoning, & blows
- HMI premises risks, including slippery walkways, uneven ground, use of indoor climbing wall or other risks
- Other risks associated with educational, instructional, experiential, recreational &/or adventure activities

Additional risks associated with international travel include:

- Political unrest, terrorism or warfare
- Contact with unusual diseases or bacteria
- Thievery or abduction
- Primitive, inadequate or inaccessible medical facilities
- Additional delays in transport from a foreign country back to the U.S for medical care
- Laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system
- **Note:** Although HMI considers current geo-political climates in choosing program locations, HMI personnel are not experts in assessing the likelihood of terrorist activity, political unrest, the need for vaccinations or other issues. The participant is responsible for conducting his/her/their own independent investigation through the U.S. State Department, U.S. Centers for Disease Control, World Health Organization or other sources.

These and other activities and risks can result in (for example):

- Falls, being struck, or colliding with objects or people
- Experiencing vehicle or boat capsize, collision or rollover
- Drowning or suffocation
- Becoming lost or disoriented
- Injuries due to heat, cold, altitude, heavy exertion
- Unusual/unknown or known illness, infection or disease: long or short term, including animal/insect borne or contagious diseases
- Gastrointestinal problems or allergic reactions
- Dehydration
- Broken bones, concussions, wounds, cuts, burns
- Hospitalization
- Property damage or loss
- Heart or lung complications
- Mental/emotional trauma, temporary or permanent
- Other injury, damage, paralysis or other permanent disability, death or loss
- Further complications to preexisting physical and mental health conditions

I further acknowledge and agree:

- To read all HMI information received; review, complete and sign the required forms and paperwork and abide by the terms of those documents (e.g. Enrollment Agreement and Medical Forms);
- HMI staff are and have been available, should I have questions about the nature and physical demands of the activities and the associated risks. Parent/s give permission for their child to participate in all activities and agree to discuss the nature of the activities and risks with their child;



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- To disclose to HMI any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate and agree that participant is fully capable of participating without causing harm to themselves or others;
- The information provided above or otherwise is not complete, other unknown or unanticipated activities, risks or outcomes may exist and HMI cannot assure participant's safety or eliminate any of the risks. All participants share in the responsibility for their own well-being;
- HMI contracts with individuals or organizations who are independent contractors (not its employees or agents) to provide some of the services and activities participants may engage in. HMI does not supervise or control these contractors and is not legally liable or responsible for their conduct. In addition, activities may take place at facilities or on premises not owned by, or associated or affiliated with HMI. HMI does not oversee, supervise, or take responsibility for any aspect or condition of these independent services, activities, facilities or premises;
- HMI or its contractors require or recommend helmets or other safety gear for some activities. Use of safety gear may prevent or lessen injuries in some instances but is not a guarantee of safety, and injuries can occur even with the use of this gear;
- **If participant is borrowing, renting or purchasing new or used equipment from HMI, the equipment comes "AS-IS," and HMI disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment. Participant agrees to inspect all equipment before use and notify HMI of any apparent problems or defects with the equipment.**

Acknowledgment and Assumption of Risks:

I acknowledge the risks of participating in the activities, and participant is voluntarily participating with knowledge of the risks with my permission and with knowledge of the risks. Therefore, I assume and accept full responsibility for participant for the inherent and other risks (both known and unknown and described above or otherwise) of the activities and for any illness, injury, damage, death or other loss suffered by participant (and parent/s/guardian(s)) resulting from those risks, including the risk of participant's own negligence or other misconduct.

I further acknowledge that absent my agreement to the terms of this Agreement on behalf of myself and/or participant, HMI could not afford the liability risks associated with participant's participation in the activities. I specifically acknowledge HMI's reliance upon the execution of this Agreement in permitting participant to participate in the activities.

Release and Indemnity Agreement:

Please read carefully! This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent(s)/guardian(s) for themselves and for and on behalf of my participating minor child) agree as follows:

(1) to release and agree not to sue HMI, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claims"), for any illness, injury, damage, death or other loss in any way connected with participant's enrollment or participation in the activities. I understand I agree here to waive all claims I myself or participant may have against HMI, bind my and participant's estate and any family member/heir/other party bringing claims, and agree that neither I, participant nor anyone acting on my or participant's behalf, will make a claim against HMI as a result of any injury, damage, death or other loss suffered by me or participant;

(2) to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) HMI, with respect to any and all claim/s:

a) brought by or on behalf of me, participant, my spouse or other family member/s, or my/participant's heir/s or estate for any injury, damage, death or other loss in any way connected with my/participant's enrollment or participation in the activities; and/or

b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my/participant's conduct, in the course of participating in the activities, or, brought by a medical care provider, insurer, or other third party as a result of medical care or other services provided to me/participant, including transportation and evacuation costs.



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

Other Provisions:

I further agree:

- Colorado substantive law (without regard to its "conflict of laws" rules) governs this Agreement, any dispute I/participant have with HMI and all other aspects of my/participant's relationship with HMI, contractual or otherwise, and agree that any mediation, suit or other proceeding must be filed or entered into only in Lake County, Colorado. I will attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator.
- If any portion of this Agreement is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect. **This Agreement is intended to be interpreted and enforced to the fullest extent allowed by law.**

Participant and parent/s of a minor participant agree:

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and my/participant's other family members, heirs, executors, representatives, subrogees, assigns and estate. *Participant must sign below unless participant is a minor (under 18 yrs. of age) in which case parent(s) or legal guardian(s) must sign below.*

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

| | | |
|--------------------------------|-------------------------------|------|
| Print Participant Name | Participant Signature | Date |
| Print 1st Parent/Guardian Name | 1st Parent/Guardian Signature | Date |
| Print 2nd Parent/Guardian Name | 2nd Parent/Guardian Signature | Date |

