

**SANBORN WESTERN CAMPS/COLORADO OUTDOOR EDUCATION CENTER (“SANBORN”)
Acknowledgement and Release of Liability – Employed Staff (the “Release”)**

I ACKNOWLEDGE THAT THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM AGREEING ON MY BEHALF AND ON BEHALF OF MY HEIRS, FAMILY, ESTATE, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS TO RELEASE SANBORN, MEMBERS OF ITS BOARD OF DIRECTORS, AND ITS OFFICERS, EMPLOYEES, MEMBERS, OTHER PARTICIPANTS, VOLUNTEERS, CONTRACTORS AND AGENTS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM LIABILITY. I HAVE THEREFORE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT.

Worker’s Compensation: I understand and acknowledge that work-related injury, disability and death affecting me and arising out of my employment with Sanborn should ordinarily be covered by Sanborn’s worker’s compensation insurance and in such case my exclusive remedy will be through a claim filed under the applicable worker’s compensation law, all in accordance with Colorado law. There is no guarantee, however, that worker’s compensation will apply or provide an adequate remedy, and I understand that certain other injuries and death suffered, depending on the circumstances, may not be covered by worker’s compensation insurance.

For example, I may engage in recreational or educational activities with Sanborn outside my employment, and in activities I may pursue on my own or with individuals, outfitters or organizations other than Sanborn, and, if so, I hereby assume full responsibility for all risks of such activities that are not within the scope of worker’s compensation insurance, or are not adequately covered by worker’s compensation. As to all such risks, for myself, my heirs, family, estate, executors, administrators, personal representatives, successors and assigns, I hereby release and hold harmless, discharge and waive, the Released Parties of and from any and all claims, demands, losses, damages, and liabilities that I may have or sustain as a result of all property damage, personal injury, and/or death arising from risks associated with such activities, including but not limited to the risks described herein.

Assumption of Risk and Acknowledgement of Understanding: Sanborn intends to make me aware, and I understand, that participation in Sanborn’s outdoor and adventure activities outside of my employment with Sanborn, including, but not limited to, mountain and wilderness travel and activities, horseback riding, water sports, transportation to and from camp trips/activities, rock scrambling, technical rock climbing, mountain biking, and ropes challenge courses, exposes the participant to certain risks, hazards, and dangers that cannot be predicted or controlled, including, by way of example, the risk of personal injury (including the risk of death), accidents or illnesses in remote places (without the immediate availability of medical facilities), and exposure to adverse weather conditions. I also understand that such outdoor and adventure activities require physical exertion and any participant should be in good physical health. By signing this Release, I agree to engage in Sanborn’s outdoor and adventure activities outside of my employment voluntarily, and with full understanding of the risks. I also acknowledge and agree that, if I engage in outdoor and adventure activities, on my own or with individuals, outfitters, or organizations other than Sanborn, this Assumption of Risk and Acknowledgment of Understanding, and the Release of Liability below, also apply to such activities.

Release of Rights: In consideration for the privilege of allowing me to participate in Sanborn’s outdoor and adventure activities, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all property damage, personal injury, and/or death arising out of my participation in the outdoor and adventure activities of Sanborn not related to my employment, and in activities I may pursue on my own or with individuals, outfitters or organizations other than Sanborn. This Release applies to all risks and activities that are not within the scope of worker’s compensation insurance, or are not adequately covered by worker’s compensation insurance. I covenant not to sue any of the Released Parties in connection with any of the released claims, demands, losses, damages, and liabilities described above. The covenants and undertakings of this Release shall be binding upon me, my heirs, family, estate, executors, administrators, personal representatives, successors and assigns.

Indemnification: I further agree to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities including those for indemnity, contribution or otherwise with respect to any and all property damage, economic loss, medical expense, personal injury and/or death suffered by me and arising from my participation in the outdoor and adventure activities of Sanborn.

Miscellaneous: In the event that any provision of this Release is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Release had been executed with the invalid provision eliminated. The parties agree that any action brought as between me and/or my heirs, beneficiaries, family, estate, executors, administrators, personal representatives, successors and assigns, and Sanborn shall be brought in the state courts of Colorado, El Paso County, or the U.S. District Court for Colorado, and the parties consent to jurisdiction and venue of such courts. I understand and agree that this Release is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Colorado Law.

(WARNING: Under Colorado Revised Statutes Section 13-31-119, 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)

I HAVE CAREFULLY READ THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY AND AGREE TO ALL OF ITS TERMS. I SIGN THIS ACKNOWLEDGEMENT AND RELEASE OF LIABILITY VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS MEANING AND LEGAL SIGNIFICANCE.

{THIS IS A RELEASE}
Staff Signature

{THIS IS A RELEASE}
Printed Name

{THIS IS A RELEASE}
Date