

SANBORN WESTERN CAMPS/COLORADO OUTDOOR EDUCATION CENTER ("SANBORN")

Release of Liability (the "Release")

THIS IS A RELEASE OF LIABILITY. BY SIGNING BELOW, I AM AGREEING ON BEHALF OF MY CHILD/WARD/DEPENDENT (referred to hereinafter solely as the "child") AND ON MY OWN BEHALF TO RELEASE SANBORN AND OTHER PARTIES RELATED TO IT FROM LIABILITY. I HAVE THEREFORE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT.

Assumption of Risk and Acknowledgement of Understanding: Sanborn intends to make me aware, and I understand, that participation in outdoor and adventure activities, 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 outdoor and adventure activities require physical exertion and any participant should be in good physical health. By signing this Release, I permit my child to engage in Sanborn's outdoor and adventure activities with full understanding of the risks.

Release—Child's Rights: In consideration for the privilege of allowing my child to participate in Sanborn's outdoor and adventure activities, I hereby release and hold harmless Sanborn, members of its board of directors, and its officers, employees, members, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that my child may have or sustain with respect to any and all property damage, personal injury, and/or death arising out of his or her participation in the outdoor and adventure activities of Sanborn in accordance with Colorado Revised Statutes Section 13-22-107. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, except as otherwise provided in Colorado Revised Statutes Section 13-22-107 or by other applicable Colorado law. 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 family, my heirs, next of kin, legal representatives, beneficiaries, successors and assigns.

Release—Parents'/Guardians' Rights: Furthermore, in consideration for the privilege of allowing my child 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 as the parent/guardian of the participant may have or sustain with respect to any and all property damage, personal injury, and/or death arising from the participation of my child in the outdoor and adventure activities of Sanborn. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, except as otherwise provided in Colorado Revised Statutes Section 13-22-107 or by other applicable Colorado law. 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 family, my heirs, next of kin, legal representatives, beneficiaries, 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 the undersigned parent/guardian and/or the child arising from my child's participation in the outdoor and adventure activities of Sanborn, whether asserted by the undersigned parent/guardian or by another person, except to the extent prohibited by Colorado Revised Statutes Section 13-22-107 or by other applicable Colorado law.

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 the child and/or his or her parents/guardian 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 RELEASE AND AGREE TO ALL OF ITS TERMS. IF I AM A PARENT/GUARDIAN OF A CHILD PARTICIPANT, I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE CHILD PARTICIPANT, AND FURTHER ATTEST THAT, IF I AM THE SOLE PARENT/GUARDIAN SIGNING BELOW, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE CHILD PARTICIPANT.

{THIS IS A RELEASE}	{THIS IS A RELEASE}	{THIS IS A RELEASE}
Parent/Guardian's Signature	Printed Name	Date
{THIS IS A RELEASE}	{THIS IS A RELEASE}	{THIS IS A RELEASE}
Parent/Guardian's Signature	Printed Name	Date
{THIS IS A RELEASE}	{THIS IS A RELEASE}	{THIS IS A RELEASE}
Child's Signature	Printed Name	Date

Each Parent/Guardian with legal responsibility over the participant for purposes of this release of liability should sign this form.