

**RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT
(PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING!)**

As used in this agreement, the term "Town" means the Town of Frisco, Colorado, and the term "Program" means the following recreation program run by the Town's Recreation Department: **2019 Frisco Turkey Day 5k**

I want to participate in the Program, and in return for the Town permitting me to participate in the Program I acknowledge, represent, and agree with the Town as follows.

I am aware that the Program may be dangerous, and can involve the risk of injury, loss, or damage, including bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances. I have been advised by the Town of the following specific risks associated with my participation in the Program:

PROGRAM PARTICIPATION INVOLVES BEING PHYSICALLY ACTIVE IN AN ENVIRONMENT THAT CANNOT BE CONTROLLED. THE OUTDOOR ENVIRONMENT MAY INCLUDE EXPOSURE TO COLD, SNOW, WIND, SUN, LIGHTNING, VARIABLE TERRAIN CONDITIONS, FOREST GROWTH, ROCKS AND DEBRIS. EQUIPMENT FAILURE MAY OCCUR WHILE A PARTICIPANT IS PARTICIPATING IN THE PROGRAM. PROGRAM PARTICIPANTS ARE SUBJECT TO THE ACTIONS OF OTHER PERSONS WHOSE BEHAVIOR IS UNPREDICTABLE. THESE HAZARDS CAN CAUSE CUTS, ABRASIONS, CONTUSIONS, DISLOCATIONS, TORN MUSCLES AND/OR LIGAMENTS, FRACTURES, HEAD INJURIES, SPINE INJURIES, OTHER TYPES OF INJURIES, OR EVEN DEATH. PARTICIPATION IN STRENUOUS ACTIVITIES AT SUMMIT COUNTY'S HIGH ALTITUDE ALSO POSES HEALTH RISKS, INCLUDING, BUT NOT LIMITED TO, BREATHING AND CARDIAC DIFFICULTIES.

I represent to the Town that I have trained sufficiently for the Program, and that I am in good physical condition with no known **MEDICAL CONDITION OR PROBLEM** that could limit my ability to safely participate in the Program.

I agree that the Town, its officers, employees, insurers, and self-insurance pool (called the "Released Parties" in this remainder of this agreement) are **NOT RESPONSIBLE** for my safety in connection with my participation in the Program. I specifically **RELEASE** and **DISCHARGE** the Released Parties in advance from any and all liability in connection with my participation in the Program, even though such liability may arise out of the act, omission, negligence, carelessness, or other fault of the Released Parties, or from any other cause.

I ACCEPT AND ASSUME FULL RESPONSIBILITY FOR THE RISKS, conditions and hazards which may arise or occur during my participation in the Program, whether they are known or unknown at the time I sign this agreement.

Being fully aware of the disclosed risks, conditions, and hazards of the Program, and that certain risks, conditions, and hazards associated with the Program may be unknown to me when I sign this agreement, **I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE** the Released Parties in advance from all liability for claims for bodily injury, personal injury, sickness, disease, death, and property loss or damage which may accrue to me after signing this agreement as a result of my participation in the Program, whether such injury, loss or damage was foreseeable or not, or was caused by the act, omission, negligence, carelessness, or other fault of the Released Parties, or from any other cause. This waiver includes any claim resulting from the design or condition of any Town-owned or supplied equipment utilized by me in the Program.

I agree to **HOLD HARMLESS, INDEMNIFY AND DEFEND** the Released Parties from any and all liability for bodily injury, personal injury, sickness, disease, death, and property loss or damage legally arising from or caused by my participation in the Program, even though such liability may arise out of the act, omission, negligence, carelessness, or other fault of the Town, its officers or employees, or from any other cause.

I agree with the Town that this agreement is to be interpreted as waiving and releasing all of my claims arising from my participation in the Program **EVEN THOUGH CAUSED BY THE ACTS, OMISSIONS, NEGLIGENCE, OR THE FAULT OF THE RELEASED PARTIES.**

This agreement is intended to be **AS BROAD AND INCLUSIVE** as is permitted by the laws of the State of Colorado. If any portion of this agreement is found to be invalid, the balance of this agreement shall continue in full force and effect.

This agreement shall be governed by the laws of the State of Colorado, and any lawsuit or claim involving my participation in the Program or this agreement shall be brought only in the state courts of Summit County, Colorado.

I will accept and abide by all of the **RULES AND REGULATIONS** of the Town in connection with my participation in the Program. and I understand that I may lose the privilege of participating in the Program if I fail to do so.

This agreement is effective as of the date set forth below and is binding upon me, my heirs, executors, personal representative, successors and assigns.

PARTICIPANT SIGNATURE AND DATE:

Print Name: _____ Signature: _____ Date: _____

In accordance with §13-22-107(4) of the Colorado Revised Statutes, this agreement shall not be construed to permit a parent acting on behalf of his or her child to waive the child's prospective claims against the Town, its officers and employees, for a willful and wanton act or omission, a reckless act or omission, or a grossly negligent act or omission.