



COTTONWOOD INSTITUTE

"Changing the world one adventure at a time"

PO Box 7067, Denver, Colorado 80207

303.447.1076 (w), info@cottonwoodinstitute.org, www.cottonwoodinstitute.org

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND RELEASE

I: INTRODUCTION

It is important to understand that the Cottonwood Institute and its officers, directors, instructors, staff, volunteers, agents, medical advisors, independent contractors and all other persons or entities associated with it (hereinafter collectively referred to as "Cottonwood Institute") is not offering a risk-free experience to participants, parents, guardians, or volunteers who participate in its educational programs and activities. If you have questions regarding this document, the physical and mental demands of Cottonwood Institute programs or activities, or the potential risks associated with participating in any Cottonwood Institute program or activity, please contact the Cottonwood Institute.

II: POTENTIAL HAZARDS AND INJURIES

Leading trips into the community, into the frontcountry (areas within an hour of definitive medical care), and into the backcountry (areas more than an hour from definitive medical care) can be difficult due to the fact that the natural world can be unpredictable. While Cottonwood Institute instructors and staff are well educated and trained, and they seek to safeguard our students, they are not infallible. Students also are expected to behave in a generally responsible manner and to not act in a manner that exposes them or students or staff to clear dangers. I understand that there may be times before, during, and after the start of a Cottonwood Institute program or activity where I/my child will not be supervised by a Cottonwood Institute representative. I understand that unsupervised time may include, but is not limited to, free time, and periods of time when I/my child is on a solo ("solo" meaning time where the participant is stationary and alone in the field, possibly overnight depending on the program or activity). Our trips expose students to some level of risk, including without limitation:

A: Potential Environmental Hazards: Potential environmental hazards students may encounter include but are not limited to:

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| <input type="checkbox"/> Falling rocks and trees | <input type="checkbox"/> Wild animals | <input type="checkbox"/> Water hazards |
| <input type="checkbox"/> Flash floods | <input type="checkbox"/> Avalanches | <input type="checkbox"/> Potential Misjudgments of Instructors or Staff |
| <input type="checkbox"/> Lightning | <input type="checkbox"/> Strong winds | |
| <input type="checkbox"/> Stinging insects | <input type="checkbox"/> Extremely hot or cold weather | |
| <input type="checkbox"/> Hazardous plants | <input type="checkbox"/> Snow and Ice | |

B: Potential Injuries: Potential injuries students could sustain while on this course could include but are not limited to:

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| <input type="checkbox"/> Auto accidents | <input type="checkbox"/> Becoming lost | <input type="checkbox"/> Tick related illnesses and diseases |
| <input type="checkbox"/> Hypothermia and cold related illnesses | <input type="checkbox"/> Blisters | <input type="checkbox"/> Emotional issues |
| <input type="checkbox"/> Snow blindness | <input type="checkbox"/> Burns | <input type="checkbox"/> Ankle and knee injuries |
| <input type="checkbox"/> Frostbite | <input type="checkbox"/> Slipping and falling | <input type="checkbox"/> Cuts and lacerations |
| <input type="checkbox"/> Hyperthermia and heat related illnesses | <input type="checkbox"/> Improper lifting and carrying | <input type="checkbox"/> Drowning |
| <input type="checkbox"/> Sunburn | <input type="checkbox"/> Fractures; Head injuries | <input type="checkbox"/> Fatality |
| <input type="checkbox"/> Dehydration | <input type="checkbox"/> Water born illnesses and diseases | |
| | <input type="checkbox"/> West Nile Virus | |

III: ASSUMPTION OF RISK

I hereby acknowledge that the Cottonwood Institute programs and activities involve inherent and other risks, hazards, and dangers that can cause injury, property damage, illness, mental or emotional trauma, disability, or death, to volunteers, participants, or others. I have read the description of the program and the information provided by the Cottonwood Institute to prepare for this program or activity and I understand the nature of the program and the risks involved. I assume full responsibility for myself/my child for the inherent or other risks (both known and unknown) from my/my child's participation in the Cottonwood Institute's programs and activities, and for any bodily injury, death, loss of property, and any expenses suffered by myself/my child resulting from those risks.

III: MEDICAL PROVISIONS; PERMISSION TO TREAT

Cottonwood Institute uses participant screening to help ensure proper alignment between the participant and the activity, not as a medical or psychological diagnostic process. I understand that the even though the Cottonwood Institute has reviewed my/my child's health information as I/my child reported in the Medical and Health History Form, the Cottonwood Institute cannot anticipate or eliminate all risks or complications posed by a my/my child's pre-existing or unknown mental, physical, or emotional conditions. The Cottonwood Institute strongly recommends that all participants in its programs or activities have adequate insurance ("adequate insurance" meaning insurance which covers all expenses due to personal injury and illness, and evacuation from the field due to such injury or illness). If a participant needs to purchase adequate insurance, Travel Guard is a company that offers temporary Health & Accident Insurance policies for the duration of your trip. Please contact Travel Guard at (800) 826-1300 for more information. By signing this document, I (adult participants, or parent(s) for themselves and for and on behalf of their participating minor child) agree to assume responsibility for payment of all expenses resulting from an illness or injury to myself/my child. These expenses include, but are not limited to, the cost of emergency evacuation, transportation to and from medical facilities, operations, hospitalization costs, rehabilitation, and medications dispersed for my/my child's treatment. In the event of an emergency, I understand that the Cottonwood Institute will make an effort to secure proper treatment for me/my child. I hereby authorize and

give permission for the Cottonwood Institute to obtain transportation for me/my child to a medical facility, to secure proper treatment for, order routine tests and treatment for, or to hospitalize me/my child in the event that I/we cannot give consent.

IV: RELEASE AND INDEMNITY AGREEMENT

I (for myself, or parent(s) for themselves and for and on behalf of their participating minor child) hereby voluntarily release from any legal liability and agree not to sue, the Cottonwood Institute with respect to any and all claims, liabilities, suits or expenses (hereinafter "claim" or "claims"), for any injury, damage, death, or other loss, in any way connected with my/my child's enrollment or participation in the Cottonwood Institute's programs or activities, or use of the Cottonwood Institute's equipment or facilities. I understand that in signing this document, I/my child and anyone acting on my/my child's behalf surrender our respective rights to make a claim against the Cottonwood Institute as a result of any injury, damage, death or other loss suffered by me/my child while participating in, or being transported to or from, the programs or activities offered by the Cottonwood Institute. I agree to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) the Cottonwood Institute, with respect to any and all claims brought by or on behalf of me or a family member for any injury, damage, death, or loss in any way connected with my/my child's enrollment or participation in the Cottonwood Institute's programs or activities, or use of the Cottonwood Institute's equipment or facilities; and/or brought by a co-participant or other person for any injury, damage, death, or loss in any way connected with my/my child's enrollment or participation in the Cottonwood Institute's programs or activities, or use of the Cottonwood Institute's equipment or facilities. I authorize the Cottonwood Institute to use my/my child's photo, digital, or video reproduction in any manner, both real or imagined. I agree that the Cottonwood Institute owns the copyright to these images, including negatives, and I hereby waive any claims I/my child may have based on any usage of the photographs or works derived therefrom.

V: STANDARDS OF BEHAVIOR

Alcohol and drug abuse by participants, volunteers, parents/guardians, is strictly prohibited during Cottonwood Institute programs and activities. I agree to adhere to this Drug and Alcohol Policy. In addition, I agree that the Cottonwood Institute reserves the right to send home, at the Cottonwood Institute's discretion, any participant who violates the Drug and Alcohol Policy, that presents a safety concern, a medical risk, is disruptive, or otherwise conducts him/herself in a manner detrimental to the program. The Cottonwood Institute also reserves the right to search the belongings and/or person of any participant or volunteer who is suspected of violating the Drug and Alcohol Policy during a course or Cottonwood Institute event. I agree to pay any costs, including but not limited to transportation and housing costs, due to my/my child's dismissal from a Cottonwood Institute program or activity.

VI: LIMITATION OF LIABILITY; DISPUTE RESOLUTION; AMENDMENTS

IN NO EVENT SHALL COTTONWOOD INSTITUTE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR THE STUDENT'S ACTIVITIES IN THIS COURSE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. I agree that if a dispute or controversy arises between myself/my child and the Cottonwood Institute, which we cannot resolve ourselves, we will resolve the dispute through a single, mutually acceptable, mediator in the state of Colorado. In the event this mediation is not successful we agree to submit any dispute to binding arbitration before a mutually acceptable arbitrator in Denver Colorado according to the rules of the American Arbitration Association ("AAA") or if we cannot agree on an arbitrator, then AAA shall appoint an arbitrator. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY AN ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.** I agree that Colorado State Law (without regard to its conflict of laws rules) governs this document. No amendment of the terms of this Acknowledgement and Assumption of Risk and Release shall be binding on Cottonwood Institute unless agreed to in writing.

I have carefully read, understand, and voluntarily sign this document and acknowledge that it shall be effective and binding upon me, my minor children, and other family members, and my heirs, executors, representatives and estate.

Participant/Volunteer Signature:

Date:

Print Name Here:

Parent's or guardian's signature required of students under 18 years of age

I certify that I am the parent or legal guardian of the above named participant and have the power to make these decisions on my child's behalf. I hereby join in each and every part of this document (including such parts as may subject me to personal financial responsibility) and certify that I have read this document in its entirety and understand the contents and obligations which it imposes upon me and/or my child or my ward. To the extent permitted by law, I hereby relinquish any claim that I may have against Cottonwood Institute, both in my own behalf and in my capacity as parent or legal guardian of the participant.

Parent or Guardian Signature:

Date:

Print Name Here: