

**Search and Rescue Dogs of Colorado, Inc.
Release and Waiver of Liability & Indemnity Agreement**



READ THIS DOCUMENT COMPLETELY BEFORE SIGNING.

In consideration of my participation in Search and Rescue Dogs of Colorado, Inc. Activities I, _____ the undersigned, for my personal representatives, heirs, agents and next of kin agrees:

Prior to participating, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise a member and refuse to participate.

I acknowledge and fully understand that I will be engaging in activities that involve risk of damage to personal property or serious injury, including permanent disability and death, illness, and severe social and economic losses which might result not only from my own action, inactions or negligence, but the actions, inactions or negligence of others, the condition of the premises, or of any equipment used. Further, there may be other risks not known or not reasonably foreseeable at this time.

I expressly assume all risks associated with Activities; I agree and understand that risk associated with Activities, in addition to those previously listed, include, but are not limited to equipment malfunction, surface conditions, marked and unmarked obstacles, rugged mountain terrain, slick or uneven walking surfaces, surfaces covered with ice and snow, strenuous activity, high elevation.

I assume all the foregoing risks and accept personal responsibility for all expenses, medical or otherwise, following any such damages, injuries permanent disability or death, which may in anyway be associated with my participation in the Activities.

I release, waive, discharge, hold harmless and covenant not to sue Search and Rescue Dogs of Colorado, Inc., its affiliated organizations, their directors, officers, members, volunteers, agents, other participants, and, if applicable, owners and leasers of premises upon which the Activities are conducted, all of which are hereinafter referred to as "Released Parties" on behalf of myself, my heirs, my representatives and next of kin, from any and all liability and/or claims for injury or death to persons or damage to property arising from my participation in the Activities, caused by any Released Party's alleged or actual actions, omissions and negligence and breach of any expressed or implied warranty or otherwise.

By execution of this release, I agree to defend and indemnify each Released Party from any and all claim of mine and /or a third party arising from my participation in the Activity.

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I represent that I am in good health and there are no special problems associated with my care. I authorize Released Party and/or their authorized personnel to provide medical care to me, call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless the Released Party from any costs incurred therein, or any claims originating therefrom.

This release, waiver and indemnification shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon my personal representatives, heirs, agents and next of kin.

I agree and understand that this release is applicable to each and every day I participate in any Activity.

I agree that any and all claims for injury to person or property, including death arising from my participation in the Activity shall be governed by the laws of the State of Colorado and exclusive jurisdiction of any claim shall be in the District Court residing where the alleged incident occurred or in the Federal Court for the State of Colorado.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY WAIVER AND RELEASE, AND INDEMNIFICATION. I UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE. I AM SIGNING IT VOLUNTARILY.

I HAVE READ, UNDERSTOOD AND AGREED TO THE ABOVE TERMS.

By signing this agreement, I represent that I am at least 18 years of age.

Participant (printed name) _____

Signature of Participant: _____ **Date:** _____

EMERGENCY CONTACT: _____

PHONE NUMBER: _____

If participant is under the age of 18, his or her parent or legal guardian must also sign:

I, (printed name) _____, am the parent or legal guardian of the participant who has signed above. I have read and I understand the provisions of this document, and acting on behalf of the participant, I consent to the participant taking part in the activities described above, and I fully enter into and agree to the above Release and Waiver of Liability & Indemnity Agreement as authorized pursuant to C.R.S. section 13-22-107.

Signature of Parent or Legal Guardian: _____ **Date:** _____