



COLORADO MOUNTAIN SCHOOL

Participant Agreement Form, Medical Information Form, Medical Consent and Release, and COVID-19 Statement of Understanding and Assumption of Risk

Prior to participating in any Colorado Mountain School ("CMS") activity you will be required to disclose certain health information and agree to the following documents. **Please read each document carefully and accurately answer all questions regarding your health. Your signature at the end of these forms is your acknowledgement that you have read and understand the provisions of each.**

- Participant Agreement Form which includes a participant agreement, liability release, indemnity agreement, visitors acknowledgement of risks and assumption of risks
- Medical Information Form
- Covid-19 Statement of Understanding and Assumption of Risk

EACH PARTICIPANT NEEDS TO COMPLETE THIS FORM. IF A MINOR UNDER THE AGE OF 18 IS PARTICIPATING, PLEASE HAVE THEIR GUARDIAN COMPLETE AND SIGN THE FORM.

PARTICIPANT INFORMATION

Reminder: Please fill out a form for each participant.

Name *

First Name Last Name

Email *

example@example.com

EMERGENCY CONTACT INFORMATION

Please provide contact information for someone who will not be traveling with you.

Emergency Contact Relationship

*

Emergency Contact Name *

Emergency Contact Phone Number *

Emergency Contact Email

example@example.com

In consideration of the services of Pumpkin Patch, LLC doing business as Colorado Mountain School, its agents, owners, members, managers, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "CMS"),

2. The activities in which I will participate will vary; but, I have had the opportunity to ask questions about the risks. The activity will entail both known and unanticipated risks. Many risks are inherent to the activities, which means that they cannot be changed or eliminated without altering the essential elements and quality of the activity. I acknowledge that I have the ultimate responsibility to determine whether I can safely participate in the activity. I expressly agree and promise to accept and assume all of the risks, inherent or otherwise, of participating in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. Understanding these risks, I agree for myself, all of my family, including my spouse, minor children, and heirs and representatives to release CMS, all other participants in the activity, and all other persons or entities acting in any

4. If I, or anyone on my behalf, files a lawsuit or otherwise makes a claim against CMS, which is unsuccessful for any reason, I agree to indemnify CMS and pay all damages, costs, fees, expenses and attorneys' fees incurred by CMS in defending such a lawsuit or such claims. Should CMS, or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any

6. I agree that the interpretation of this agreement or of any other aspect of my relationship with CMS shall be governed by the laws of the State of Colorado and that any legal action shall only be brought in Boulder County, Colorado. I HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.

7. I am aware that travel within a group situation invariably involves compromise to accommodate the diverse desires, personalities, and physical abilities of group members. I acknowledge that my guide may be required to improvise and

8. The National Park Service and certain Forest Service areas may not allow for the assumption of risks other than the inherent risks or for the release of liability for claims of negligence. Therefore, for activities that occur on lands controlled by these agencies and where such policy is found by a court of proper jurisdiction to be enforceable as a matter of law, the assumption of risk within this agreement is limited to assuming the inherent risks and the release of liability is inapplicable. The assumption of all risks and the release of liability shall remain in full force and effect for all activities or any portion of activities which do

not occur on lands controlled by these federal provisions. The indemnity provision set forth above in paragraph 4 applies to all activities regardless of where they take place.

9. I consent to having any photograph of me or my family members used, published or sold (without compensation to me or them) by CMS.

10. With respect to any minor child listed below, I warrant that I am the parent or guardian of such child and that I have the authority to make decisions as to my child's participation in activities such as this activity. I HEREBY CONSENT TO

11. Any portion of this agreement deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions, which shall continue in full force and effect.

12. This is the entire agreement of CMS and myself regarding liability for the activity, which supersedes all prior statements, representations or warranties, oral or written, express or implied. I understand that I will be required to complete a Medical Information Form for me and, if applicable, my child and any other agreements which CMS requires for participation in the activity.

PARTICIPANT AGREEMENT

Includes a participant agreement, liability release, indemnity agreement, visitors' acknowledgment of risk and assumption of risks.

Participant Gender

Participant Height

MEDICAL INFORMATION

Each participant is responsible for all personal medical expenses and should be covered by his/her own illness and accident insurance. I understand and agree that I am solely responsible for all appropriate charges for all medical services and treatment, and that CMS, its guides and other representatives (collectively "CMS") are under no duty to provide any first aid or medical treatment in any event.

Participant Date of Birth

Month Day Year

Participant Weight

Most Recent Tetanus Shot

Participant Allergies

*

List all allergies to medicine, insect bites/stings, or food. Please mention Allergy Type, Reaction, and Medication Required. If None, please type None.

Participant Medications *

Please include any types of medications taken within the last 2 months. Medication Type, Taken For?, Dosage, Date Started, and Current Side Effects. If None, please type None.

Participant Hospitalizations / Emergencies

Please include all hospital visits, including surgeries. Date of Visit, Reason of Visit, and Length of Stay. If None, please type None.

Past and Present Conditions/Symptoms (Mark All That Apply)

- Heart Disease
- High Blood Pressure
- Bleeding/Blood Disorder
- Chronic Cough
- Asthma
- Diabetes
- Hypoglycemia
- Circulation Problems
- Head Injury w/ neurological problems
- Elbow/Hand/Wrist Problems
- Shoulder Problems
- Ankle or Knee Problems
- Leg or Hip Problems

Altitude Sickness/Edema
Neurodiversity, Learning, Mental Health
Other

If you checked any of the boxes above, please describe:

Please explain your history with all items that you checked "Yes" to in the above section. Include specific symptoms, how often they occur, how long they last, how you care for them, what activities they inhibit you from doing, and the last date of occurrence. If None, please type None.

Physical Condition *

MEDICAL CONSENT

The information provided on all parts of this form is a complete and accurate statement of my physical condition. I realize that failure to disclose such information could result in serious harm to myself and the other members of the outing and I agree to indemnify and do not hold CMS accountable if any relevant information is not disclosed. I also agree to notify CMS should there be any change in my health status prior to or during the outing. I understand that CMS may recommend a physician physical or checkup based on the answers provided in this form and that CMS has the right to deny participation in any activity based on health concerns. Even though I have been approved to participate in this outing by my physician and/or by CMS, I understand that by participating in the outing I may still suffer harm including serious medical problems. I acknowledge that CMS does not have medical professionals on staff so the ultimate decision to participate in the outing is solely mine to make in consultation with my personal physician. As a result, I hereby release CMS from any liability for any such medical problems including claims which may be based upon the negligent acts of CMS. Incorporated by reference within this Client Medical Information Form, Consent for Medical Treatment and Acknowledgement of Risks is the Participant Agreement, Liability Release, Indemnity Agreement, Acknowledgement and Assumption of Risks which I have also signed in conjunction herewith.

I hereby consent to any hospital care or medical or surgical diagnosis or first aid activities performed by CMS if I am not able at that time to give my written consent due to unconsciousness, disorientation, or other mental incapacity. Permission is hereby given for any emergency anesthesia, hospitalization or other treatment that might become necessary. I also understand and agree that I am solely responsible for all appropriate charges for said services and medical treatment. I agree to reimburse CMS for any expenses which CMS incurs as a result of any illness or injury which I suffer during the expedition.

COVID-19 STATEMENT OF UNDERSTANDING & ASSUMPTION OF RISK

Colorado Mountain School (“CMS”) is actively monitoring the COVID-19 pandemic including information and recommendations from the national and state Centers for Disease Control and Prevention. The health and safety of our clients and staff is a top priority and CMS is working diligently with our local public health authorities and our medical advisor to ensure that we have the proper controls and procedures in place. This Statement of Understanding and Assumption of Risk supplements the Participant Agreement, Liability Release, Indemnity Agreement, Visitors’ Acknowledgement of Risks and Assumption of Risks (the “Release”), the terms of which are incorporated herein by reference. It is a summary only and should not be considered a comprehensive statement regarding Covid-19.

I understand there are risks of contracting Covid-19 which can be reduced but not eliminated and mitigation efforts require the understanding and cooperation of everyone participating in an adventure activity as defined in the Release. I have chosen to voluntarily participate in the activity and I assume the risk of contracting Covid-19.

While participating in the activity, I agree to follow the recommendations below, to the extent possible:

- Utilize handwashing and sanitizing equipment and routines
- Use respiratory etiquette including stepping away from others and coughing and sneezing into my crooked arm or shoulder
- Not touching my face with unwashed hands
- Not sharing personal items like water bottles, lip balm and eating utensils
- When possible, maintain a social distance of at least 6 feet from others

I also consent to the following:

- To wear a face mask if requested to do so or if I must be within 6 feet of another person
- To have my temperature taken at any time
- To submit to a Covid-19 or Covid-19 Antibody test if requested by CMS prior to being allowed to participate in the activity
- To advise CMS if I have been in contact with someone testing positive for Covid-19
- To advise CMS if I have any of the symptoms listed below

I understand there are a number of symptoms of Covid-19, some of which are fever over 100.5°F, cough, shortness of breath, body aches, fatigue, chills, headache, sore throat, loss of sense of smell, gastrointestinal infections similar to norovirus which may cause vomiting and diarrhea. If I have any of these symptoms, I will not be allowed to participate in the activity and I must stay at home. It is recommended that I also advise my medical provider of the symptoms. All information provided to CMS will be treated as confidential; however, CMS may be required by law to disclose this information to public health organizations. To the extent possible, I must provide a statement to CMS with the names of all persons with whom I have had close (6 feet or less) contact at least 72 hours prior to becoming ill.

I agree to and understand all of the above.

SIGNATURE

I have carefully read the following documents and accurately disclosed the requested information. I understand their contents and by my signature I agree to the provisions of each document with full knowledge of its significance.

- Participant Agreement Form which includes a participant agreement, liability release, indemnity agreement, visitors' acknowledgement of risks and assumption of risks
- Medical Information Form
- Medical Consent and Release
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Form Completion Date *

Month Day Year

Signature (Guardian if Under 18) *

Type your name