



Participant Agreement, Liability Release, Indemnity Agreement, Visitors' Acknowledgement of Risks and Assumption of Risks (for Domestic Activities)

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"), **I hereby agree to release, indemnify, and discharge CMS, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:**

1. I understand that participation in outdoor adventure activities, along with associated activities, include certain inherent and other risks and dangers, all of which are too numerous to list, which include, but are not limited to, slipping, falling, being struck by or striking objects, persons (including other participants), or the ground, malfunctioning equipment, unstable structures, acts of God, terrorism, hazards of travel in difficult terrain, weather, altitude, travel by air, motor vehicles or other conveyance, exposure to disease, drowning, accidents, bites, and **the negligent acts or omissions of CMS and other participants in the activity**. I further acknowledge the risk that personal injury or illness sometimes occur in remote areas without means of rapid evacuation or adequate medical care or supplies. These risks cannot be eliminated and I willingly assume these risks. I understand that any of these risks may result in bodily or emotional injury, death and/or damage to property. I understand and acknowledge all of these risk factors.
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 capacity on CMS's behalf from any and all claims (INCLUDING WITHOUT LIMITATION CLAIMS RELATING TO THE SERVICES OR NEGLIGENCE OF CMS), demands for loss, damages (including without limitation damages related to the inherent risks and other dangers discussed above), injuries (including without limitation sickness, bodily or emotional injury or death), damage to property or any other causes of action relating in any way to my participation in the activity, AND I AGREE THAT I, MY FAMILY AND MY HEIRS WILL NOT SUE CMS OR OTHERWISE MAKE ANY CLAIM ON ACCOUNT OF ANY INJURY, LOSS OF LIFE, OR DAMAGE AND I INTEND THIS RELEASE OF LIABILITY TO BE EFFECTIVE EVEN IF THE INJURY, LOSS OF LIFE, OR DAMAGE RESULTS FROM CMS'S NEGLIGENCE.
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 medical or physical condition I may have.
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 exercise his or her good faith and discretion and/or make decisions based upon the forgoing, which may not please me personally but are required for the benefit and safety of the group. I understand and accept these aspects of the activity.
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 MY CHILD PARTICIPATING IN THE ACTIVITY, AND I UNDERSTAND AND AGREE THAT ALL OF THE TERMS OF THIS AGREEMENT SHALL APPLY EQUALLY TO BOTH MYSELF AND MY CHILD.
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.

I HAVE CAREFULLY READ THE FOREGOING PARTICIPANT AGREEMENT, LIABILITY RELEASE, INDEMNITY AGREEMENT, VISITORS' ACKNOWLEDGEMENT OF RISKS AND ASSUMPTION OF RISKS. I UNDERSTAND ITS CONTENTS AND SIGN THIS AGREEMENT OF MY OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Last Name (Please print)	First name	Middle	Age	Date
Home Address	City	State		Zip Code
Home Phone (with area code)	Email	Country		
Signature	Guardian's Signature (if under 18)	Date		

EMERGENCY CONTACT

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

Last Name (Please print)	First name	Relationship		
Home Address	City	State	Zip Code	
Home Phone (with area code)	Email	Country		



Client Medical Information Form, Consent for Medical treatment and Acknowledgement of Risks

Participant Full Name: _____

Outing Name: _____ Outing Start Date: _____

General Client Information

Gender Male Female DOB _____

Height _____ ft. _____ inches Daytime Phone _____

Weight _____ lbs. Evening Phone _____

Date of most recent tetanus booster shot: _____

(CMS recommends all participants be up to date on their tetanus vaccinations, which must be administered every 10 years.)

Emergency Contact

Name _____

Email _____

Relationship _____

Phone _____

Insurance Information

Please attach a photocopy of both the front and back of your insurance card.

Group # _____

Policy # _____

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.

Allergies

List all allergies to medicine, insect bites/stings, or food

Allergy Type	Reaction	Medication Required

If None: I have no allergies.

Current Medications

Please include any types of medications taken within the last 2 months.

Medication Name/Type	Taken For (Condition or Symptom)	Dosage	Date Started	Current Side Effects

If None: I am taking no medications.

Hospitalizations/Emergencies (Please include all hospital visits, including **surgeries**.)

Date of Visit	Reason for Visit	Length of Stay

If None: I have had no hospital visits

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.

Participant Signature _____ Date _____

Parent or Guardian (if under 18) _____

Past and Present Conditions/Symptoms

(Please check Y or N for each condition.)

Condition	Yes	No	Condition	Yes	No	Condition	Yes	No
Heart Disease			Intestinal Problems			ADHA		
High Blood Pressure			Kidney Problems			Chest Pain or Pressure		
Heart Murmur			Endocrine Problems			Frequent Shortness of Breath		
Irregular Heartbeat			Hearing Impairment			Frequent Dizziness or Fainting		
Positive TB Test			Vision Impairment			Muscle Cramps		
History of Hepatitis			Sleep Disorder			Altitude Sickness / Edema		
Seizures / Epilepsy			Broken Bones			Frostbite		
Bleeding / Blood Disorder			Neck or Back Problems			Heat Stroke		
Sickle Cell Anemia			Elbow/Hand/Wrist Problems			Depression or Anxiety		
Chronic Cough			Shoulder Problems			Eating Disorder		
Asthma			Ankle or Knee Problems			Schizophrenia		
Diabetes			Leg or Hip Problems			Psychotic Disorder		
Hypoglycemia			Foot Problems			Self-Harm		
Circulation Problems			Currently Pregnant			Bipolar Disorder		
Head Injury w/ neurological problems			Dyslexia			Substance Abuse		

Please explain your history with all items you check "Yes" to in the above chart.

(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.)

Condition	Explanation

Altitude

Do you have a history of altitude adjustment issues? YES NO

Signature

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.**

Participant Signature _____ Date_____