



Participant Agreement, Liability Release, Indemnity Agreement, Acknowledgement and Assumption of Risks (for International and Alaskan Expeditions)

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 international and back country expeditions, 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, civil unrest, hazards of travel in difficult terrain, weather, altitude, travel by air, motor vehicles, animal, or other conveyance, exposure to disease, drowning, accidents, bites, and **the negligent acts or omissions of CMS and other participants in the expedition**. I further acknowledge that the forces of nature, crime, civil unrest and personal injury or illness in remote areas without means of rapid evacuation or adequate medical care or supplies are risks which exist in adventure expeditions. 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, including lost luggage or other belongings, to myself or to third parties. I understand that I am undertaking travel to remote geographical areas often located in lesser-developed countries where, among other things, a sense of urgency, attention to detail and standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, level of development, telecommunications facilities, methods of conducting business, medical evacuation, etc., may be deemed unsatisfactory and/or not equivalent to those found in industrialized nations. I also understand that the normal level of medical treatment and services, including the presence of a physician or any other trained medical professionals and/or the availability of prescription-type drugs, may not be possible. I understand and acknowledge all of these risk factors.
2. The activities involved in the expedition in which I will participate will vary; but, I have had the opportunity to ask questions about the risks of the activities. The expedition 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 expedition. I expressly agree and promise to accept and assume all of the risks, inherent or otherwise, of participating in this expedition. My participation in this expedition 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 tour, 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 (including without limitation lost luggage or other belongings) or any other causes of action relating in any way to my participation in the expedition, 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, U.S.A. and that any legal action shall only be brought in Boulder County, Colorado. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions of this agreement shall be enforceable to the maximum extent permitted by law. 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, travel goals, personalities, and physical abilities of group members. I acknowledge that my tour leader 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 of the group. I understand and accept these aspects of group travel.
8. I consent to having any photograph of me or my family members used, published or sold (without compensation to me or them) by CMS.
9. 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 expedition. I HEREBY CONSENT TO MY CHILD PARTICIPATING IN THE EXPEDITION, AND I UNDERSTAND AND AGREE THAT ALL OF THE TERMS OF THIS AGREEMENT SHALL APPLY EQUALLY TO BOTH MYSELF AND MY CHILD.
10. This is the entire agreement of CMS and myself regarding liability for the expedition, 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 documents which CMS requires for participation in the expedition.

I HAVE CAREFULLY READ THE FOREGOING PARTICIPANT AGREEMENT, LIABILITY RELEASE, INDEMNITY AGREEMENT, ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS. I UNDERSTAND ITS CONTENTS AND SIGN THIS AGREEMENT OF MY OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I REPRESENT AND WARRANT THAT MY TRUE NAME AND SIGNATURE AS IT APPEARS ON MY PASSPORT IS REPRESENTED BELOW.

| | | | | |
|-----------------------------|------------------------------------|---------|-----|----------|
| 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 as well as any travel insurance information.

| | | | | |
|--|---------------|----------------------------|----------|--|
| Last Name (Please print) | First name | Relationship | | |
| Home Address | City | State | Zip Code | |
| Home Phone (with area code) | Email | Country | | |
| Group Leader Name and/or Travel Dates: | | | | |
| Travel Insurance Company | Policy Number | Travel Insurance Telephone | | |



International Medical Information Form

The following pages contain the Colorado Mountain School (“CMS”) medical form and are to be filled out by you and your doctor. This medical form is intended to provide your guides with relevant medical information that could affect your health and performance on your expedition. It is also intended as a screening tool so that we can ensure that the expedition you have chosen is appropriate resulting in a group of qualified participants. Every section must be completed, and all information will remain confidential. **Keep a photocopy of this medical form for your records.**

In addition to the medical form, all participants are required to carry their own supply of prescription drugs on their expedition. It is our intent for you to visit your doctor to obtain these prescriptions and complete a physical exam. Please see the document Personal First Aid Kit and Letter to Doctor for details on these drugs. For your convenience, a letter to your doctor has been included within the Personal First Aid Kit document that explains the necessity of these specific medications.

What You Need to Do:

1. Fill out the medical form on the following two pages. Consult with your doctor as needed. (All fields in red must be filled out. You can do this electronically using Adobe Acrobat or by printing the form out.)
2. Send the completed form back to CMS (email, fax, or mail). Make sure to keep a copy for your records. If there are any questions or concerns resulting from your medical form you will be contacted immediately.
3. Notify your doctor’s office regarding the recommended prescriptions list, as applicable to the trip destination.

Please let us know if you have questions regarding this procedure.

Sincerely,

Jason Simons-Jones
Expedition Manager
(720) 3878944 CMS Office
jayson@coloradomountainschool.com



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|---|
| <p>CMS Office Use Only</p> <p>Follow-up</p> <p>Approval</p> <p>Initial _____</p> |
|---|

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

Participant Full Name: _____

Expedition Name: _____ Expedition 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.



Please select any dietary restrictions you have.

Vegetarian Vegan Gluten-free Other _____

Each participant with dietary restrictions should check with their guide or the expedition manager regarding what types of meals will be available on their trip. Those clients with allergies should bring along their own **EpiPens**.

I understand that CMS may not be able to cater to all dietary restrictions. I have the option to bring my own meals or supplementary food if needed or preferred.

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.

It is recommended that you bring all current medications with you on your expedition.

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 |
|-----------|-------------|
| | |
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| | |



Blood Pressure

CMS requires a blood pressure reading for all expeditions. You can obtain this information by testing your blood pressure using machines at most drug or department stores (such as Walmart or Walgreens).

First Reading

| Blood Pressure | Date Taken |
|----------------|------------|
| / | |

Second Reading (required if BP higher than 150/90)

| Blood Pressure | Date Taken |
|----------------|------------|
| / | |

Altitude

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

Do you plan on bringing along any high-altitude drugs or prophylactics? YES NO

If so, what drugs? _____

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 expedition team 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 expedition.

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 expedition activity based on health concerns.

Even though I have been approved to participate in this expedition by my physician and/or by CMS, I understand that by participating in the expedition 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 expedition 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 _____