

TEENS, Inc.: Acknowledgment and Assumption of Risks & Release and Indemnity Agreement

For the Participant and the Parent or Legal Guardian of a Minor Participant

INTRODUCTION: Please read this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. Participants 13 yrs. of age or older must sign this Document. If the participant is a minor (minors are those under 18 years of age; hereafter sometimes “minor” or “child”), one of the participant’s parents or legal guardians (collectively referred to in this Document as “parent”) must also sign.

PLEASE NOTE: TEENS, Inc. has altered its programming in light of COVID-19, and included important information below, such as identifying some of the risks of COVID-19 in our programming environment. I agree below to commit to and honor TEENS, Inc. policies, including those related to COVID-19, and, if I am a parent, reinforce those policies with my child. As identified below, I acknowledge that I/my child is voluntarily participating in the activities despite the risks, including the risks associated with COVID-19.

Also Note: Participants who participate in youth employment may engage in activities that cause injury, damage, death or other loss outside the scope of protections and benefits afforded to youth employees under applicable workers’ compensation laws. This Document will not affect the protections and benefits afforded to a participant under applicable workers’ compensation laws for injuries, death or other loss occurring to the participant arising out of and in the course of his or her employment with TEENS, Inc.

In consideration of the services of TEENS, INCORPORATED, dba sometimes TEENS, Inc., Peak to Peak Soccer and Chinook West, a non-profit organization, and its officers, directors, employees (including faculty and other staff), agents, representatives, physician advisors, volunteers and all other affiliated persons or entities (individually and collectively referred to in this Document as “TEENS, Inc.”), in allowing me/my child to participate, **I (participant and/or parent of a minor participant) acknowledge and agree as follows:**

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating in (whether simply attending, observing, actively participating or assisting with) TEENS, Inc. year around educational, instructional, recreational and/or adventure activities includes risks. The activities, including but not limited to those associated with TEENS, Inc. youth/teen programs or day camp, youth employment or Chinook West High School, can take place on or off TEENS, Inc. premises in Colorado or in other locations in the United States. Activities (which may be provided or led by TEENS, Inc. staff, volunteers, contractors or others) may include, but are not limited to: hiking and peak ascents; backpacking; rock climbing or bouldering (indoors or outdoors on artificial surfaces or natural rock); camping; horseback riding; whitewater rafting, canoeing, kayaking or other boating; swimming; bike riding; downhill or cross country skiing; snowshoeing; sledding; skateboarding; woodworking; ropes or challenge course activities; athletic conditioning including use of weights or weight room activities; athletic sports and/or games; physical education classes; open gym access; socializing; trips to museums, amusement parks, backcountry huts or other facilities; community service and work projects involving weed or plant removal, tree planting, erosion control, trail building, youth leadership or other activities; outdoor cooking or other chores; participant’s responsibilities related to the activities or otherwise; use of any other equipment, facilities or premises; and travel on chairlifts or other means or in airplanes, vans, buses or other vehicles to and from activities or otherwise (collectively referred to in this Document as “activities”). The activities may be day or multi-day, mandatory or optional, scheduled or unscheduled, supervised or unsupervised, occur as independent opportunities and include activities undertaken during participant’s free and/or independent time. I acknowledge that if I allow my child to socialize or participate in activities with, or associated with, TEENS, Inc. staff members or TEENS, Inc. families outside school hours and/or unrelated to a TEENS, Inc. organized field trip, outing or program, these are not TEENS, Inc. related activities, and my child is participating entirely at his or her (and my) own risk. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as “risks”) of the activities can cause injury, damage, death or other loss to participant or others, including me, or other members of my and/or my child’s family.** The parent gives permission for their child to participate in all activities and agrees to discuss the nature of the activities and risks with their child. **The following describes some, but not all of the risks:**

Outdoor or wilderness environment. Risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Participants’ travel may be subject to storms, including lightning, strong winds, rain or snow; extremely hot (geothermal) or cold weather or water and rapid and unpredictable weather changes; fast moving rivers or other water bodies, including waves, currents or whitewater; difficult stream crossings; flashfloods; falling or unstable rocks; avalanches; mud slides; falling or fallen timber; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; wild animals and other natural or man-made hazards. Land/water hazards may not be marked or visible and weather is always unpredictable.

Judgment and decision making. The risk that participant or a co-participant, TEENS, Inc. staff member, contractor, volunteer or other person may misjudge the participant’s (or others) capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water conditions or water level, or route location. This includes participant’s judgment in managing his/her own health issues, including any responsibility for self-medication.

Personal health and participation. Participant’s mental, physical or emotional condition (including use or abuse of prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the activities includes risks. Although TEENS, Inc. staff will review participant’s submitted health information, TEENS, Inc. cannot anticipate or eliminate risks or complications posed by participant’s mental, physical (including fitness level) or emotional condition. **NOTE:** There are risks associated with contact with other persons, spaces, equipment or otherwise, including the risk of a participant, staff, parent or other persons’ carrying, being infected by or contracting COVID-19 or other disease, virus or bacteria before, during or after the activities.

Community service and work projects. Risks associated with activities such as building, digging, lifting, painting, construction, trail repair and maintenance and clean-up projects. Projects may include the use of tools and equipment (i.e. drills, saws, power tools, axes, pulaskies, ladders) and substances (paints, cleaning agents) that can cause injury resulting from use, misuse or malfunction.

Any recreation or athletic activity. Risks include that a participant may overestimate his/her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks or trees or encounter other hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control his/her speed or experience equipment malfunction.

Equine. Riding or dealing in any way with horses or other equines (collectively "horses") includes risks. Horses are always unpredictable and without warning, can kick, bite, stomp, rear, bolt, fall and react to the environment, movements, noise, vehicles, people, other animals or objects. Horseback riding can involve equipment that may break, saddles that may slip and other riders who may not control their animals. **WARNING: Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.**

Climbing. Risks include the possibility of slipping or falling; belayer or lead climber inattention or error; rope burns; pinches; jolts; falling rock; losing your grip and impacting the rock face.

Rafting/other boating or swimming. Risks include potential water obstacles or hazards such as rapids, boulders, holes, reversals; slipping on wet rocks or jumping off rocks into the water; jumping/falling into and/or impacting the bottom of a river or other water body and being swept into a river current.

Geographic location. Activities may take place in remote places, several hours or days from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Staff or others may have wireless communication devices (including cell or SAT phones) while conducting programs both on and off TEENS, Inc. premises; nevertheless, use of these devices in any location is unreliable and inconsistent.

Premises. An indoor climbing wall, a foam pit and other recreational facilities, a parking lot and associated indoor or outdoor hazards, such as stairs, ruts, slippery walkways, uneven ground or other conditions in and around the TEENS, Inc. premises.

Equipment. The risk that equipment used in an activity may not fit, may be misused, or may break, fail or malfunction. This includes participant's personal equipment, TEENS, Inc. equipment or any other equipment (whether purchased, donated, borrowed or rented). Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with their parent, for choosing appropriate equipment and for the fit and condition of their equipment. **Note:** Use of helmets or other safety gear may prevent or lessen injuries in some instances; however, use of this gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Camping, group accommodations and travel. Risks include sharing rooms or space with unrelated parties and lack of privacy and security; contaminated water in natural or primitive settings; food or water provided by vendors, contractors or public restaurants with risks of contamination or allergic reaction; gas explosion, scalding or other burns associated with tending to, cooking over or being near a stove or open fire; falling trees and/or branches, floods, wildlife disturbances, and other hazards at or near camping or lodging sites.

Free time. Participants will have free and/or independent unsupervised time before, during and after the start of activities and at various other times. Unsupervised time may include free or independent time alone or with others and brief periods of time, stationary and alone in the field (solos). Participants will not be directly supervised or watched during nighttime sleeping hours. During both supervised and unsupervised activities, all participants share in the responsibility for their own well-being and that of the group.

Participant conduct; interactions with people. Risks associated with the participant's interactions with other participants or third parties including any person's carelessness or other misconduct, reliance on or interactions with TEENS, Inc., its contractors, or other known or unknown persons, including the possibility of inadvertent touching by - or unwanted sexual advances from - anyone.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with or impacting objects, people, the rock face or the bottom of a river or other water body; experiencing vehicle or boat collision, capsize or rollover; getting caught or entangled in objects above or below water; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions; being exposed to, contracting and/or transmitting to others life threatening human/animal/insect/other borne communicable and/or contagious diseases, such as but not limited to COVID-19 or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, illnesses, cuts, wounds or other injury, damage, death or loss.

I (participant and/or parent of a minor participant) agree:

- to review all TEENS, Inc. information received, complete all required forms, and abide by (and reinforce with my child to abide by) the terms of those forms and all rules/policies, **including new policies developed in light of Covid-19;**
- TEENS, Inc. representatives are, and have been available should I have further questions about the activities or associated risks;
- to disclose to TEENS, Inc. representatives any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate, and represent that participant is fully capable of participating without causing harm to himself/herself or others;
- **if participant is borrowing, renting or purchasing new/used equipment from TEENS, Inc., equipment comes "AS-IS," and TEENS, Inc. disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) regarding the equipment;**
- the information provided above is not exhaustive, other unknown or unanticipated activities, risks, and outcomes may exist, and TEENS, Inc. cannot assure participant's safety or eliminate any of the risks;
- TEENS, Inc., contracts with individuals or organizations that are independent contractors (not its employees or agents) to provide some of the services and activities participant may engage in. TEENS, Inc. does not supervise or control these contractors and is not legally liable or responsible for their conduct. In addition, activities may take place at facilities or on premises not owned by, or associated or affiliated with TEENS, Inc. TEENS, Inc. does not oversee, supervise, or take responsibility for any aspect or condition of these independent services, activities, facilities or premises.
- **Participant is voluntarily participating with knowledge of the risks. Therefore, participant and his/her parent assume and accept full responsibility for participant, for the inherent and other risks (known or unknown, identified or not) of the activities and for any injury, damage, death or other loss suffered by participant (and his/her parent), resulting from those risks, including the risk of participant's own negligence or other misconduct (outside the scope of protections and benefits afforded to a youth employee under applicable workers' compensation laws). Participant/parent further agree to assume and accept any increased risks to the participant, parent or others, related to my/my child's participating in TEENS, Inc. programming during the COVID-19 Pandemic.**

RELEASE AND INDEMNITY AGREEMENT:

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. Some federal land agencies may restrict service providers from seeking releases of liability for their own negligence while operating under permit on some federal lands. **Except to the extent a court determines these federal restrictions apply to TEENS, Inc. as a matter of law, I (adult participant, or parent for myself and for and on behalf of my participating minor child), agree as follows:**

1) **to release and agree not to sue TEENS, Inc.,** with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities (which claim/s fall outside the protections and benefits afforded to a youth employee under applicable workers' compensation laws). **I understand I agree here to waive all claim/s I or my child may have against TEENS, Inc., bind my/my child's estate and any family member/heir/other party bringing claim/s, and agree that neither I, my child nor anyone acting on my or my child's behalf, will make a claim against TEENS, Inc. as a result of any injury, damage, death or other loss suffered by me or my child;**

2) **to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **TEENS, Inc.,** with respect to any and all claim/s brought by or on behalf of me, my participating child, spouse or other family member/s, my/my child's heir/s or estate, a co-participant or any other person or entity for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities (which claim/s fall outside the protections and benefits afforded to a youth employee under applicable workers' compensation laws).

This Release and Indemnity Agreement includes claim/s of or resulting from TEENS, Inc.'s negligence (but not its gross negligence or willful and wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

OTHER PROVISIONS:

I (participant and/or parent of a minor participant) agree:

- Colorado substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute I or my child have with TEENS, Inc. and all other aspects of our respective relationships with TEENS, Inc., and agree that any lawsuit or other proceeding must be filed or entered into only in Boulder County, Colorado which shall be the sole jurisdiction and venue for any such proceeding. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator;
- I authorize TEENS, Inc. staff, representatives, contractors or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility and to provide treatment they consider necessary for participant's health, and will pay all associated costs. I agree to the release (to or by TEENS, Inc.) of any medical records necessary for treatment, referral, billing or insurance purposes;
- TEENS, Inc. reserves the right to dismiss any participant from a trip or other activity that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the activity. Use of illegal drugs, tobacco products or alcohol, or disregarding rules are examples of conduct that TEENS, Inc. considers detrimental, and that can lead to early dismissal. If participant is dismissed or departs for any reason, participant (and his/her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise, including but not limited to medical evacuation costs.
- I authorize TEENS, Inc. or its agent/s to photograph, film, record and/or otherwise capture the name, image, voice, written statement, photograph and/or visual likeness of me, my child and/or my other family members (collectively "images"), without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications and/or for any informational, promotional or other use. These images are the sole property of TEENS, Inc. and I waive any inspection or approval rights;
- this Document is effective in regard to participant's enrollment or participation in all activities from the date signed until a subsequent TEENS, Inc. Acknowledgment and Assumption of Risks & Release and Indemnity Agreement is signed by the participant and/or his or her parent, and shall remain in full force and effect for all activities completed by participant up until that point.
- **this Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

Participant and/or parent each agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and my/my child's other family members, heirs, executors, representatives, subrogees, assigns and estate. **The participant 13 yrs. of age or older must sign below. If the participant is a minor (those under 18 yrs. of age), the participant's parent must also sign below.**

Participant Signature (Parent print name of minor under 13 yrs. of age) /Date /Participant birthdate /Print name here

Parent or Guardian Signature /Date /Print name here