



Return to Naropa University – WT 2130 Arapahoe Ave, Boulder, CO 80302

## PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

**Outdoor Leadership Training Seminars**

**Breaking Through Adventures**

**P.O Box 20281  
Denver  
Colorado  
80220**

**303 320-0372**

**800 331-7238  
(Toll Free)**

Name \_\_\_\_\_ Course: Naropa University WT Intensive

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_ Date \_\_\_\_\_

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In consideration of the services of **MCD CORPORATION (dba OUTDOOR LEADERSHIP TRAINING SEMINARS)**, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**MCD**"), I hereby agree to release and discharge **MCD**, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that outdoor adventure based activities such as river trips, backpacking and hiking, cross country skiing, rock climbing, and ropes course activities entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause: hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; and improper lifting or carrying.

Furthermore, **MCD** guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **MCD** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **MCD's** equipment or facilities, **including any such claims which allege negligent acts or omissions of MCD**

4. Should **MCD** or anyone acting on its behalf, be required to incur attorney's 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. In the event that I file a lawsuit against **MCD**, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

***By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MCD on the basis of any claim from which I have released them herein.***

I hereby consent to the use of any program photograph, video/film, voice/quote as a result of my participation in this program and its use for publicizing, advertising and/or exhibiting this program in perpetuity by all media.

***I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.***

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**WHOM TO NOTIFY IN CASE OF EMERGENCY**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Medical Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_