

## **ACCIDENT WAIVER AND RELEASE OF LIABILITY**

IN CONSIDERATION of being permitted to participate in any way in all activities (collectively, "Activities") sponsored by Vail Valley Young Professionals Association. ("Association"), I acknowledge that some of these Activities may entail risks, and I voluntarily assume all risks of all loss, damage or injury occurring in connection with such Activities. I fully understand that my participation carries with it the potential for death, serious injury, and property loss. The risks of some Activities include, but are not limited to, those caused by terrain, facilities, temperature, weather, conditions, equipment, traffic, lack of hydration, actions of other people including, but not limited to, participants, volunteers, spectators, event planners and sponsors, and event monitors, and/or producers of the event. These risks potentially affect participants. I hereby assume all of the risks of participating and/or volunteering in these Activities. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, or from dangerous or defective equipment or property owned, maintained or controlled by them. I certify that I am sufficiently capable of participating in these Activities and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability form ("Waiver and Release") will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said Activities. In consideration of my application and permitting me to participate in these Activities, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) WAIVE, RELEASE and DISCHARGE from any and all liability, claims, demands, actions or rights of action, which are related to my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me which are related to or are in any way connected with participation in all Association Activities or result from my traveling to or from these Activities, THE FOLLOWING ENTITIES OR PERSONS: Vail Valley Young Professionals Association and its directors, officers, employees, volunteers, representatives, agents, contractors, the event holders, event sponsors, event directors, event volunteers and their successors, assigns and insurers; and (B) INDEMNIFY AND HOLD HARMLESS the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during these Activities. I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE A CLAIM against the Association and other entities and persons mentioned in this paragraph. I intend this Waiver and Release to be effective whether or not any loss, damage, injury or death RESULTS FROM NEGLIGENCE of the Association or any of its directors, officers, employees, volunteers, representatives, agents, contractors, the event holders, event sponsors, event directors, event volunteers and their successors, assigns and insurers. I understand that negligence means a failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably careful person would not do, under the same or similar circumstances to protect himself, herself or others from injury or

death. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event. In the event of accident and/or injury I further consent to the release of any and all transport, treatment and or medical information to the Association relating thereto. I understand that at these Activities or related events, I may be photographed. I agree to allow my photo, video, film likeness and email address to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns. I agree to participate in the Activities in accordance with all applicable laws. This Waiver and Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

### ACKNOWLEDGEMENT OF RISK AND RELEASE

Name (first, last): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Secondary Phone (optional): \_\_\_\_\_

Email Address (REQUIRED): \_\_\_\_\_

Emergency Contact (REQUIRED – name, relationship, and phone): \_\_\_\_\_

\_\_\_\_\_

I, the undersigned, agree for myself and understand and agree to the following:

I have read, acknowledge, and understand the Waiver and Release set forth above.

This acknowledgement of risk and release shall not be modified orally.

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

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