



WESTERN STATE COLORADO UNIVERSITY Wilderness Pursuits/Wilderness Based Orientation

Release and Hold Harmless Agreement

In consideration of my voluntary participation in Wilderness Pursuits activities and Wilderness Based Orientation (collectively referred to as "WP"), I hereby release and waive all claims against Western State Colorado University, its trustees, officers, agents, employees, volunteers, representatives and students (collectively the "Released Parties") for any and all liability, claims, causes of action, demands or damages of any kind or nature whatsoever, relating to injury, disability, death, losses, costs or other harm, to person or property, or both, arising from my participation in WP, regardless of whether or not caused in whole or in part by the negligence or other fault of the Released Parties.

In addition, I agree to indemnify and hold harmless the Released Parties from all claims, damages, suits or losses, including attorney fees, which arise from my participation in WP. My signature on this Release and Hold Harmless Agreement is also intended to bind my successors, heirs, representatives, administrators and assigns.

I understand that there are risks associated with outdoor expeditions. These risks include, but are not limited to, loss or damage to personal property, injury or death due to inclement weather, altitude, lightning, slipping, falling, insect and animal bites, falling objects, immersion in cold water, drowning, hypothermia, or suffering any type of accident or illness in remote areas without easy access to medical facilities or while traveling to and from the activity site. I nevertheless voluntarily agree to participate in the in WP, and I accept all risks of participation, whether known or unknown.

I have personal responsibility for learning and following the safety rules and procedures established by my instructors and will make them aware at any point at which I question my knowledge of the procedures or my ability to participate in any activity.

I agree not to use tobacco, drugs or alcohol while participating in WP and understand that doing so will place me and others at risk. I will bring no weapons, make no threats of violence or engage in any conduct that threatens the safety of others. I agree that if I fail to abide by the agreements herein, I will be prohibited from further participation in WP.

I am responsible for all costs incurred due to medical treatments, rescues and evacuations before during and after the WP program, even when that cost is necessitated by accident(s), illness(es) or injury(ies) incurred because of risks inherent or not in participation in WP. I must provide medical insurance information to WP, and must come to WP with medical insurance information. I have been strongly advised to purchase medical insurance prior to participating in WP.

No refunds are given after a WP program start date for any reason including changing of program location, activities, itinerary, group size, instructor ratio, curricula, medically based withdrawal of the student, or motivational or psychologically based withdrawal of the student. WP staff may withdraw, expel, and and/or evacuate any student for any reason.

I agree that this Release and Hold Harmless Agreement shall not be construed or interpreted as a waiver, express or implied, by Western State Colorado University, its employees, or representatives, of any of the immunities, rights, benefits, or protections provided to them under, or other provisions of, the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

I agree that this Release and Hold Harmless Agreement is intended to be as inclusive as permitted by law, and that if any portion is held to be invalid or unenforceable, the balance shall remain effective.

I certify that I carefully read and understand this Release and Hold Harmless Agreement.

I certify that the age and date of birth that I have written below is my true age and date of birth. If I am at least eighteen years of age, I certify that I am and competent to execute this Release and Hold Harmless Agreement. If I am under eighteen years of age, one of my parents or my legal guardian must also sign this Release and Hold Harmless Agreement.

CAUTION: THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT. ITS EFFECT IS TO RELEASE THE RELEASED PARTIES FROM ANY LIABILITY RESULTING FROM PARTICIPATION IN THE ABOVE-REFERENCED PROGRAM.

Participant Signature: _____
Printed Name: _____
Date: _____
Date of Birth: _____
Age: _____
WSCU ID#: _____

Parent or Legal Guardian
Signature: _____
Printed Name: _____
Date: _____



WESTERN STATE COLORADO UNIVERSITY
Wilderness Pursuits/Wilderness Based Orientation

Photo Release Agreement

By signing this Photo Release Agreement, I grant Western State Colorado University, its employees, representatives, agents, designees, independent contractors, students, and successors and assigns the absolute right and unrestricted permission to use my name, testimonial and biographical data, and to photograph, film, record and use my likeness, appearance, and voice in connection with my participation in Wilderness Pursuits activities and Wilderness Based Orientation, for any purpose which may include, but shall not be limited to, art, advertising, marketing, promoting, recruiting, fund raising, publicizing, and archiving.

The foregoing right shall include, but shall not be limited to, the right to edit, produce, publish, copy, distribute, exhibit, project, display, and/or transmit, photographs or film of me through any form of media (print, digital, electronic, video, television, internet, broadcast or otherwise).

I waive any right I may have to inspect or approve the finished image(s) and/or or product(s) that may be used, regardless of whether that use is known to me or unknown. I waive any right to royalties or other compensation arising from or related to the use of the images(s) and/or product(s).

I agree that this Photo Release Agreement is intended to be as inclusive as permitted by law, and that if any portion is held to be invalid or unenforceable, the balance shall remain effective.

I further certify that I carefully read and understand this Photo Release Agreement.

I certify that the age and date of birth that I have written below is my true age and date of birth. If I am at least eighteen years of age, I certify that I am and competent to execute this Photo Release Agreement. If I am under eighteen years of age, one of my parents or my legal guardian must also sign this Photo Release Agreement.

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