COLORADO NONPROFIT DEVELOPMENT CENTER dba COLORADO OPEN SPACE ALLIANCE (COSA),
RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration for being permitted to participate in the COSA field trip event (Event), I, the undersigned, acknowledge and agree to the following:

A. **Assumption of Risk.** I fully understand that participation in the Event may not only involve risk of serious injury or death, economic loss, property damage, or loss that may result from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event is being conducted, and I voluntarily agree to assume this risk.

B. **Covenant Not to Sue.** I, my personal and legal representatives, heirs, successors, and next of kin will not make any claim against COSA, or any of its employees, agents, attorneys, insurers, and representatives and their respective successors, heirs and assigns or any volunteer(s) or partners for injury, damage, death, or any other loss arising from or related to my participation in the Event.

C. **Release.** I, my personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish COSA from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney’s fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me in any way connected to, related to, or arising out of participation in the Event, regardless of any negligence of COSA.

D. **Good Health.** I warrant that I am in good health and have no physical condition that would prevent me from participating in the event. I have had the opportunity to seek medical advice for any concerns I may have had regarding my health.

E. **Statutory Limitation on Liability.** I understand that under Colorado Law, professionals or activity sponsors are not liable for injury to or death of a participant in activities resulting from the inherent risks of the activities, pursuant to section 13-21-119, Colorado Revised Statutes.

F. **Use of Helmet.** It is required all participants wear helmets during the following activities for their personal safety: rock climbing as well as road and mountain biking.

I have carefully read this Agreement and fully understand its contents. I am aware that I have given up substantial rights by signing the Agreement, and I am signing the Agreement voluntarily. I have no obligation to participate in this event or sign this Agreement, but I desire to do so. I certify that I am at least eighteen years of age.