



# CHALLENGE ASPEN

Making Possibilities for Disabilities

## Participant Acknowledgement of Risk and Release of Liability Form

\_\_\_\_\_  
PARTICIPANT'S PRINTED NAME

\_\_\_\_\_  
DATE

**Parent or Legal Guardian** (if participant is under 18 years of age or otherwise legally dependent):  
I hereby warrant that I have legal authority to act on behalf of my child or ward.

\_\_\_\_\_  
PARENT/GUARDIAN PRINTED NAME

\_\_\_\_\_  
DATE

Welcome to Challenge Aspen. We, the staff of Challenge Aspen, look forward to having you, your child or your family member join us for a program experience. On these two pages, you will find important information about Challenge Aspen, our activities and the potential risks involved in participation. Please read this information carefully, ask us any questions you might have and do not sign this agreement if you do not want to be exposed to these activities and potential risks.

Challenge Aspen is a 501(c)(3) non-profit organization that has been in operation since 1994, providing recreational, educational and cultural experiences for people with cognitive and physical disabilities.

Please know that participation in Challenge Aspen activities involves risk. Providing high quality programs in a risk-managed environment is our priority, however, we cannot eliminate all risks in adventure activities such as climbing, rafting, hiking, archery, or most of the activities we offer. As with any outdoor adventure activity, they can result in injury or even in rare circumstances, death.

It is of utmost importance to us that you not engage in activities that are opposed by you, your family, or your doctor due to illness, physical or mental infirmity, or any other health/medical condition that you may have, whether diagnosed or undiagnosed.

To help us try to manage these risks it is very important that all program participants follow all directions given by Challenge Aspen staff or designated activity facilitator. Please ask questions whenever a procedure or activity is unclear to you. If a program participant currently is taking prescription medications, including medical marijuana or other alternative therapies, it is imperative that these medications be disclosed in the confidential medical form. Use of or being under the influence of alcohol or judgment-affecting drugs while participating in adventure activities is unsafe and strictly prohibited.

We believe that it is in everyone's interest that risks are disclosed, understood, and accepted prior to participation at Challenge Aspen. Whether you are the Participant or Parent/Legal Guardian, after you have reviewed all pages of this *Acknowledgement of Risk and Release of Liability Form*, and if you understand and agree with its contents, please sign and initial in the designated places on both pages.

I have read the above information

\_\_\_\_\_  
(initials) X

Participant or Parent/Guardian

My signature below represents that I, as a participant, or as the parent of a minor participant, or as the legal guardian of a participant, (hereinafter, collectively, "I") have read and understand the contents of this release. In consideration for being allowed

to participate in Challenge Aspen programs, and related events and/or activities, or serve as staff or volunteer for the same, I hereby understand and agree to the following:

- I understand that although Challenge Aspen has taken precautions to provide proper organization, supervision, instruction and equipment for each activity, it is impossible for Challenge Aspen to guarantee absolute safety
- I understand that I share the responsibility for safety during all activities, and I accept that responsibility. I will make my instructors aware of any questions or concerns I might have regarding safety standards, guidelines, procedures and my ability to participate in an activity.
- I understand that participation in outdoor programs involves risk. The following is a partial list of the potential risks associated with the activities at Challenge Aspen. This list does not include all inherent risks but serves to provide examples and promote an understanding of the risks, any of which could result in injury, mental stress, permanent disability, or even death.
- Complications associated with exposure to weather (including extreme cold, wet or icy conditions, heat, sun, lightning), altitude and physical exertion
- Perils and hazards arising from unintended contact with others, including participants and members of the general public
- Perils and hazards arising from unintended contact with natural features such as rocks, trees, plants, and animals, as well as man-made features such as posts and equipment
- Perils and hazards arising from equipment failure or malfunction
- Increased risk of harm due to delays in the delivery of emergency medical services in remote locations or due to reasons beyond Challenge Aspens control.
- I understand that in addition to the risks inherent in all activities at Challenge Aspen, more specific risks accompany each type of activity. I understand that I have the right to inspect the facilities and equipment to be used, and to observe a lesson or program, and that if I believe anything is unsafe, it is my responsibility to immediately advise Challenge Aspen staff of such condition and refuse to participate.
- I assume all the foregoing risks, as well as similar unforeseen risks, and accept personal responsibility for the damages due to injury, permanent disability or death resulting from participating in any Challenge Aspen activity.
- Should I have a disagreement or dispute with Challenge Aspen about this Release, the charges, the activities, any injury I may receive or any other aspect of Challenge Aspen, I agree that any action to resolve or redress such disagreement or dispute will be brought to Pitkin County, Colorado and governed by Colorado law.

I hereby release Challenge Aspen, its successors, representatives, assigns, Board of Directors, volunteers, employees, officers and other participants from any and all claims, demands, and causes of action, whether resulting from negligence or otherwise, of every nature and in conjunction with a Challenge Aspen activity.

I have read this Agreement, understand its contents, am aware this document has legal consequences and I sign it voluntarily.

X

PARTICIPANT'S SIGNATURE

DATE

-OR-

**Parent or Legal Guardian** (if participant is under 18 years of age or otherwise legally dependent):

I agree to the above terms and conditions for myself and on behalf of my child or ward. I agree to indemnify Challenge Aspen for any and all claims brought by or on behalf of the child or ward for whom I sign or for any claim brought by any other person related to the child or ward against Challenge Aspen.

X

PARENT/GUARDIAN SIGNATURE

DATE

## Disabled Sports USA Waiver & Release of Liability Agreement

Disabled Sports USA, and its affiliated Chapters (“Released Parties”) are non-commercial, not for profit activity providers. The purpose of this Disabled Sports USA Waiver & Release of Liability Agreement is to exempt, waive, and relieve Released Parties from any and all liability for any harm, wrongful death, personal injury, property damage, claim or cause of action, including, but not limited to liability arising from the negligence of Released Parties. “Released Parties” include Disabled Sports USA, Challenge Aspen, and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

**In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or Challenge Aspen related events and activities, the Undersigned (“Undersigned” means the Participant or the Participant’s parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:**

**1. Risks of Activity.** Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

**2. Release and Indemnification.** Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant’s participation in any Disabled Sports USA/ Challenge Aspen events or activities or the Participant’s presence on or travel to the premises where such events or activities take place, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims, or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant’s participation in such events or activities or the Participant’s presence on or travel to the premises where such events or activities take place. **WARNING:** Under Colorado Law, an equine professional is not liable for injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-12-119, Colorado Revised Statutes.

**3. Helmet Use.** Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding,

white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant’s failure to use a helmet.

**4. Medical Treatment.** Undersigned understands that the Released Parties do not have medical personnel available at the location of the activities. Undersigned hereby grants the Released Parties permission to administer first aid or to authorize emergency medical treatment, if necessary. Undersigned understands and agrees that any such action by the Released Parties shall be subject to the terms of this agreement and release, including any liability arising from the negligence of the Released Parties when administering first aid or authorizing others to do so. Undersigned understands and agrees that the Released Parties do not assume responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

**5. Miscellaneous.** Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations, and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Pitkin County, CO; (c) this Agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned; (d) this Agreement shall be construed as broadly as permitted by applicable law; and (e) that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. BY SIGNING BELOW, I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF.**

<b>Participant’s Signature</b>	<b>Participant’s Name (please print clearly)</b>	<b>Date</b>

**FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED**

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian, or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant’s behalf.

<b>Minor’s DOB</b>	<b>Parent/Legal Guardian or Representative Signature</b>	<b>Parent/Legal Guardian or Representative Name</b>	<b>Relationship</b>	<b>Date</b>

## Disabled Sports USA Media Release Agreement

Disabled Sports USA, and its affiliated Chapters (“Released Parties”) are non-commercial, not for profit activity providers. “Released Parties” include Disabled Sports USA, Challenge Aspen and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

### MEDIA RELEASE FORM

**MEDIA/PHOTO WAIVER:** Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes, and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

<b>Participant’s Signature</b>	<b>Participant's Name (please print clearly)</b>	<b>Date</b>

### FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor, or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant’s behalf.

<b>Minor’s DOB</b>	<b>Parent/Legal Guardian or Representative Signature</b>	<b>Parent/Legal Guardian or Representative Name</b>	<b>Relationship</b>	<b>Date</b>



# CHALLENGE ASPEN

Making Possibilities for Disabilities

## CHALLENGE ASPEN CHANGE AND CANCELLATION POLICY 2018- 2019 Winter Season

Due to the limited number of Challenge Aspen instructors and volunteers, and the demand for our specialized services, scheduled lesson and volunteer cancellations may cause participants on our waiting list to miss the opportunity to receive a lesson or volunteer. Therefore, Challenge Aspen has instituted the following policy for changes, cancellations, or failure to appear: (Extenuating circumstances will be considered).

### Changes or Cancellations - Scheduled Lessons

- A fee equal to the daily lesson rate (\$250 for half day or \$350 for full day) will be charged if the participant fails to appear for his or her lesson.
- No fee will be charged if the participant cancels or changes his or her lesson with advance notice of 48 hours or more.

### Changes or Cancellations - Scheduled Buddy

- A fee of \$50 (regardless of whether the reservation was a half or full day) will be charged if the participant fails to appear for his or her scheduled reservation.
- No fee will be charged if the participant cancels or changes his or her reservation with advance notice of 48 hours or more.

I, \_\_\_\_\_, have read and agree to adhere to the Challenge Aspen Change and Cancellation policy.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Relationship to Participant)

*Please be sure to return this form with the participant information form prior to the first day of skiing or snowboarding with Challenge Aspen.*



# CHALLENGE ASPEN

Making Possibilities for Disabilities

## MEDICAL RELEASE

Summer and winter recreational activities with Challenge Aspen are physically oriented and all involve a level of inherent danger. Furthermore, these adaptive activities take place at altitudes of 6,000 feet and above. Prior to taking part in Challenge Aspen programs, we require that each participant have physician's approval in order to ensure the safety of each individual.

The release below must be signed off by the participant's physician before the first day of camp.

### PERMISSION TO PARTICIPATE IN CHALLENGE ASPEN PROGRAMS:

Your patient, \_\_\_\_\_, wishes to take part in an adaptive recreation experience with Challenge Aspen. Are there any medical factors in your patient's history that would affect his or her ability to safely participate in this non-medically supervised program?

**YES**

**NO**

If yes, please list and explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please identify any recommendations or restrictions that are appropriate for your patient: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this patient currently taking any medications that will be affected by high altitude activity?

**YES**

**NO**

If yes, please list and explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My patient, \_\_\_\_\_, has my approval to take part in Challenge Aspen adaptive recreation programs with the restrictions and/or recommendations stated above.

Physician Name: \_\_\_\_\_

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

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

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



# CHALLENGE ASPEN

CREATING POSSIBILITIES FOR PEOPLE WITH DISABILITIES

## Medical and Photography Releases

### PERMISSION TO OBTAIN MEDICAL TREATMENT ON MY BEHALF

Should I or the person for whom I am the legal guardian become injured, I give permission for Challenge Aspen program facilitator(s) to render First Aid and to seek emergency medical or rescue services as they see fit, and at my cost.

X

PARTICIPANT or PARENT/GUARDIAN SIGNATURE

DATE

### PERMISSION TO TAKE AND DISPLAY PHOTOGRAPHS AND VIDEO (OPTIONAL)

I hereby give my permission to Challenge Aspen, and any other person designated by Challenge Aspen to make photographs and other recordings of myself, and I consent to publishing and/or displaying of such recordings for marketing purposes to further Challenge Aspen's mission.

I hereby release Challenge Aspen, the Aspen Skiing Company, LLC, their respective successors, representatives, assigns, directors, officers, agents, and employees from any and all claims, demands, and causes of action, whether resulting from negligence or otherwise, of every nature and kind arising or connected with photographs or video of the undersigned taken in conjunction with a Challenge Aspen activity.

X

PARTICIPANT or PARENT/GUARDIAN SIGNATURE

DATE