

# Winterfest Liability Release Form

## **Adventist Christian Fellowship at Colorado State University**

READ THIS DOCUMENT COMPLETELY BEFORE SIGNING. ITS EFFECT IS TO RELEASE THE ADVENTIST CHRISTIAN FELLOWSHIP AT COLORADO STATE UNIVERSITY (ACF) AND THE COLORADO STATE UNIVERSITY (CSU) FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE BELOW-NAMED ACTIVITIES AND WAIVES ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST THE ADVENTIST CHRISTIAN FELLOWSHIP AT COLORADO STATE UNIVERSITY AND THE COLORADO STATE UNIVERSITY.

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### PARTICIPANT RELEASE FROM RESPONSIBILITY, ASSUMPTION OF RISK, AND WAIVER

In consideration of my being permitted to participate in the following activities during Adventist Winter Festival at the location(s) of Copper Mountain, Silverthorne, and Breckenridge, CO, on February 29 – March 2, 2008, including the drive to and from said location from my trip point of origin, staying at the condos rented and arranged by Adventist Christian Fellowship at Colorado State University (ACF), participating in programs during Winter Festival, and the winter sports of hiking, ice skating, snowshoeing and skiing,

Major hazards and/or risks associated with your participation in the above named activities include (but are not limited to) the following: car accident due to travel possibly during dangerous winter-weather conditions; skiing, ice skating, or snowboarding accident due to falls or collisions with natural obstacles (trees, rocks, fall from cliff, uneven or hard-packed snow/ice), man-made obstacles (lift towers, structures, terrain features, vehicles), or other persons – or due to equipment malfunction (ski lift or tow, personal or rented ski equipment, etc.); natural mountain and weather hazards including sickness due to high elevation, avalanche, extreme cold, or high winds during hiking, driving, or skiing that could result in medical emergency, burial under snow, frost-bite and/or other effects of being in the cold weather; hazards at our lodging including risk of building fire or collapse, risk of slipping or falling on ice other surfaces, or accident with sharp objects or electrocution. Any of these hazards and other hazards not listed here could cause injury, dismemberment, or in the extreme case, even death.

I, (printed name) \_\_\_\_\_, the undersigned, exercising my own free choice to participate voluntarily in the above-named activities, and promising to take due care during such participation, hereby acknowledge that I have been informed of the nature of the activities and that I am aware of the hazards and risks which may be associated with my participation in the above-named activities, including the risks of bodily injury, death or damage due to property which may occur from known or unknown causes. I understand, accept, and assume all such hazards and risks, and waive all claims against Adventist Christian Fellowship at Colorado State University, it's members, officers, or sponsors, the State of Colorado, the Board of Governors of the Colorado State University System, and the Colorado State University, and other persons as set forth above. I understand that I am solely responsible for any costs arising out of any bodily injury or property damage that I may sustain through my participation in normal or unusual acts associated with the above-named activities, regardless of whose fault may be the cause of my injuries or damages., EVEN IF CAUSED BY CARELESSNESS OR NEGLIGENCE, so long as the conduct which caused the injuries or damages was not grossly negligent, or willful and wanton. In the event of an accident, I authorize the driver or surviving occupants of the vehicle I am riding in and/or members or group sponsors of Adventist Christian Fellowship at Colorado State University and/or ski resort personnel to arrange for and/or allow medical personnel to attend to you in whatever way(s) they deem best.

Furthermore, I hereby indemnify and hold harmless Adventist Christian Fellowship at Colorado State University, the Board of Governors of the Colorado State University System and Colorado State University, and their members, officers, agents, employees, and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action

whatsoever, whether presently known or unknown, of any person who suffers any injury, disability, death or other harm, to person or property or both, as a result of my participation in and/or presence at the above listed activities.

I am aware that NO accident / injury / health coverage OR liability coverage OR automobile insurance is provided automatically as part of participation in this activity. I am aware that it is my own responsibility to obtain personal medical or supplemental insurance coverage. I do not \_\_\_do\_\_\_ carry adequate accident/injury/health insurance.

The name of my health insurance carrier is: \_\_\_\_\_.

***For drivers:***

If I plan to drive my own vehicle to this event, I understand that my vehicle and property, personal liability, and the liability of my passengers is covered under my own automobile insurance policy according to whatever insurance policy I carry. I recognize that neither CSU nor ACF provide any insurance coverage for any aspect of this trip. If I desire supplemental insurance coverage, whether for medical costs or liability, I understand that it is my own responsibility to do so. Furthermore, I pledge to return the DRIVER INFORMATION FORM (a separate document) and provide a copy of my proof of insurance to an ACF officer or group sponsor BEFORE beginning this trip.

***For passengers:***

As a passenger, I recognize that in the event of an accident, any coverage provided to me results from the insurance policy of the driver of the vehicle I am riding in, or the vehicle ultimately found to be at fault. I recognize that neither CSU nor ACF provide any insurance coverage for any aspect of this trip. If I desire supplemental insurance coverage, whether for medical costs or liability, I understand that it is my own responsibility to do so.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Release From Responsibility, Assumption of Risk, and Waiver.

Read and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of person whose printed name appears above:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

If individual is under the age of 18, his or her parent or legal guardian must also sign:

I, (printed name) \_\_\_\_\_, am the parent or legal guardian of the person who has signed above. I have read and understand the provisions of this document, I consent to the person participating in the activities described above, and I fully enter into and agree to the above Release From Responsibility, Assumption of Risk, and Waiver.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Witness