BEAVER PONDS ENVIRONMENTAL EDUCATION CENTER WAIVER AND RELEASE AGREEMENT

In consideration for my child being permitted by Beaver Ponds Environmental Education Center ("BPEEC") to visit and use the grounds of BPEEC, I agree to the following Waiver and Release on my own behalf and on behalf of my child and any personal representatives, heirs, estate, agents and/or assigns of myself and my child (collectively "Releasing Parties"):

- 1. I, <u>(print name)</u>, acknowledge and understand that the grounds of BPEEC have inherent risks, hazards and dangers that cannot be eliminated and that involve risk of damage to personal property or serious bodily injury, including permanent disability, death and/or illness. I understand I am voluntarily allowing my child to use the grounds of BPEEC with full knowledge of the inherent risks, hazards and dangers involved, which include, but are not limited to, risks arising from (a) terrain which is in its natural state; (b) conditions which may vary, be unpredictable and not maintained; (c) unmarked objects and hazards that may not be visible; and (d) such other risks, hazards and dangers that are integral to this natural area, including, without limitation, dangerous weather, risk of rattlesnake bites and diseases carried by animals. A complete listing of inherent and other risks is not possible; there are also risks that cannot be anticipated. I am not relying on BPEEC representatives to list all possible risks or conditions for me. I expressly assume and accept any and all risks associated with such use for myself and my child.
- 2. I, for myself and the other Releasing Parties, knowingly waive, release, discharge and hold harmless BPEEC and its affiliates, successors, assigns, directors, officers, employees, agents, volunteers, contractors, consultants (collectively "*Released Parties*") from and against any and all claims, actions, demands, losses, damages, expenses (including reasonable attorneys' fees) and liabilities (whether known or unknown, foreseen or unforeseen, future or contingent) with respect to any and all property damage, personal injury and/or death arising from my child's use of the grounds of BPEEC and/or participation in activities at BPEEC, including that which is caused by the negligence of any kind or nature of the Released Parties (collectively "*Claims*"). Further, I agree to defend and indemnify all Released Parties from any and all Claims that a third party may have arising from my child's use of the grounds of BPEEC and/or participation in activities at BPEEC.
- 3. I, for myself and the other Releasing Parties, knowingly waive, release, discharge, indemnify and hold harmless the Released Parties from any Claim whatsoever that arises or may arise on account of any first aid, treatment or service rendered in connection with my child's use of the grounds of BPEEC and/or participation in activities at BPEEC.
- 4. I permit BPEEC and its affiliates, assigns, licensees, and successors (collectively "Affiliates") to display, publicly perform, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, license, otherwise use, and permit others to use my child's name, image, likeness and appearance in materials created by or on behalf of BPEEC, or relating to BPEEC or its programs, on a perpetual basis throughout the world and in any medium or format without further consent from or royalty, payment, or other compensation to me or my child,

and with or without my child's name appearing in connection with such publicity. Such use of my child's appearance, likeness, photograph, and reproduction is permitted for editorial, promotional trade, business or educational purposes, except that such rights of publicity expressly exclude the right to use in product endorsements or testimonials.

- 5. I acknowledge that BPEEC, as producer or publisher of such materials, is the sole owner of all programs, photographs, tapes, documents, or other materials relating to my child's appearance and such permitted use. I acknowledge and agree that I have no right to review or approve materials before they are used, and that BPEEC has no liability to me or my child for any editing or alteration of the materials.
- 6. To the fullest extent permitted by applicable law, I, for myself and the other Releasing Parties, irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for infringement of copyright, trademark or moral rights, defamation, privacy rights violations, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or otherwise under this agreement and from BPEEC or its Affiliates' use and exploitation of the materials, and whether resulting in whole or in part by the negligence of BPEEC or any other person, covenant not to make or bring any such claim against BPEEC or its Affiliates, and forever release and discharge BPEEC and its Affiliates from liability under such claims.
- 7. This Waiver and Release shall be binding to the fullest extent permitted by law, and shall be interpreted according to the laws of the State of Colorado. If any part of this Waiver and Release is deemed to be unenforceable, the remaining terms shall continue as an enforceable contract between the parties. This provision shall be binding upon the Releasing Parties.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MAY OTHERWISE HAVE.

Parent/Guardian's Signature	Date
In the event I require medical attention, please notify:	
Telephone:	Relationship: