RECREATIONAL LIABILITY WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT

This RECREATIONAL LIABILITY WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT ("**Agreement**") is entered between Loveland Mountain Club, Inc., a Colorado nonprofit corporation ("**Loveland Mountain Club**"), and the undersigned participant ("**Participant**").

1. **Purpose of this Agreement**. This Agreement describes the terms and conditions applicable to Participant's participation in activities organized, sponsored, or facilitated by the Loveland Mountain Club, including but not limited to, hiking, snowshoeing, skiing, mountain biking, geocaching, and other related outdoor or social activities (together referred to as "**LMC Activities**"). Participant acknowledges that the term LMC Activities also includes related instruction, use of equipment, transportation to and from activity areas and other ancillary or incidental activities.

2. **Voluntary Participation**. Participant voluntarily elects to participate in LMC Activities and acknowledges that participation is not required and is undertaken at Participant's own discretion.

3. **Release and Waiver of Liability**.

A. **Release**. In consideration of being permitted to participate in the LMC Activities, to the fullest extent permitted by Colorado law Participant hereby releases, waives, and discharges Loveland Mountain Club, Inc., and its officers, directors, members, volunteers, trip leaders, instructors, agents, independent contractors, and representatives (collectively the "**Loveland Mountain Club Group**") from any and all claims, demands, losses, costs, expenses (including attorneys' fees), and liabilities of any kind or nature whatsoever, whether known or unknown, foreseen or unforeseen, arising out of or relating to Participant's participation in the LMC Activities, including but not limited to claims for personal injury, wrongful death, property damage, and economic loss. This release does not apply to claims arising from willful or wanton misconduct or conduct that cannot be waived under applicable law.

B. **Express Negligence**. Participant acknowledges and agrees that the release and waiver of claims set forth in this Article is intended to and does release and waive claims arising from the ordinary negligence of the Loveland Mountain Club Group. **Participant expressly agrees that the Loveland Mountain Club Group shall not be liable for any loss, damage, injury, or death caused by the ordinary negligence of the Loveland Mountain Club Group.**

4. **Assumption of Risk**

A. **Risks Associated with LMC Activities**. Participant understands that LMC Activities involve inherent and unpredictable risks that are an integral part of the activity. These risks include but are not limited to:

- Uneven, steep, icy, or unstable terrain

- Falls, slips, and collisions
- Exposure to wildlife, insects, and hazardous plants
- Weather hazards including lightning, extreme cold/heat, and rapidly changing conditions
- Altitude-related illness
- Avalanches and rockfall
- Remoteness from medical care and delayed emergency response
- Equipment failure
- Exposure to infectious diseases
- Limited access to health care for a medical emergency
- Acts arising from the acts or omissions of other participants in the LMC Activities

B. **Assumption of Risks**. Participant acknowledges that these risks may result in property damage, personal injury, permanent disability, or death, and freely and voluntarily assumes all such risks, whether known or unknown. Participant further acknowledges that they are solely responsible for their own safety, preparedness, and physical condition.

5. **Indemnification and Hold Harmless**. To the fullest extent permitted by Colorado law, Participant agrees to defend, indemnify, and hold harmless the Loveland Mountain Club Group from and against any and all claims, demands, actions, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) asserted by any third party arising out of or related to:

- Participant's participation in LMC Activities
- Participant's conduct or actions before, during, or after such activities
- Any injury or damage caused by Participant to other persons or property
- Participant's breach of this Agreement

This indemnification obligation is intended to be as broad as permitted under applicable law and survives the completion of the activity.

6. **Medical Responsibility and Consent to Treatment**.

A. **Participation Representations**. Participant represents that:

i. Participant is in good health and proper physical condition to participate in the LMC Activities.

ii. Participant does not have any medical condition, physical limitation, or disability that would prevent safe participation in the LMC Activities or that would increase the risk of injury or death to Participant or others.

B. **Emergency Treatment and Transportation**. Participant understands that LMC Activities may occur in remote areas where medical care may be delayed or unavailable. In the event of illness or injury, Participant authorizes the Loveland Mountain Club to obtain or arrange emergency medical treatment as deemed necessary. Participant agrees to be solely responsible for all costs associated with such treatment, transportation, and care.

7. **Transportation and Carpooling**. Participant understands that transportation to and from LMC Activities, including carpooling arrangements, may be organized informally among participants. Participant acknowledges that:

- Drivers are not agents of Loveland Mountain Club
- Vehicles are privately owned and operated
- The Loveland Mountain Club does not inspect, maintain, or control any vehicles

Participant voluntarily assumes all risks associated with transportation, whether as a driver or passenger, and agrees that the Loveland Mountain Club shall not be liable for any injury, damage, or loss arising from transportation to or from LMC Activities.

8. **Volunteer Trip Leader Acknowledgment**. Participant understands and acknowledges that LMC trip leaders, organizers, and coordinators are volunteers, not professional guides or certified instructors (unless explicitly stated).

Participant further acknowledges that:

- Trip leaders may provide suggestions, route information, or general guidance, but do not guarantee safety
- Trip leaders are not responsible for supervising or controlling Participant's actions
- Participant retains full responsibility for their own decisions, safety, and conduct
- Participant agrees that reliance on any guidance provided by a volunteer trip leader is at Participant's own risk.

9. **Compliance with Rules**. Participant shall:

A. Obey all rules, policies and procedures established by the Loveland Mountain Club for the LMC Activities;

B. Comply with all laws and regulations of any governmental authority applicable to the location of the LMC Activities; and

C. Refrain from engaging in any conduct that would endanger Participant, other participants, or damage property.

10. **Photo and Media Release**. Participant grants the Loveland Mountain Club permission to photograph, video record, and otherwise capture Participant's image, likeness, and voice during LMC Activities. Participant agrees that such media may be used for promotional, educational, or informational purposes, including but not limited to use on websites, social media platforms (including Meetup), newsletters, and other publications, without compensation or further approval. Participant understands that all such media shall remain the property of Loveland Mountain Club and waives any right to inspect or approve the final use.

11. **Severability**. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12. **Governing Law**. This Agreement shall be governed by and interpreted under the laws of the State of Colorado.

13. **Binding Effect**. This Agreement is binding upon and shall inure to the benefit of Participant, Participant's heirs, personal representatives, executors, administrators, assigns, and estate, and the Loveland Mountain Club Group and their respective successors and assigns.

14. **Acknowledgment of Understanding**. Participant acknowledges that:

- They have read and fully understand this Agreement
- They understand they are waiving substantial legal rights
- They are signing this Agreement freely and voluntarily
- They intend this Agreement to be a complete and unconditional release of liability to the maximum extent allowed by law

Participant Name: _____

Signature: _____

Date: _____

IF PARTICIPANT IS UNDER AGE 18:

The undersigned parent or legal guardian ("**Parent/Guardian**") of the minor participant named below hereby acknowledges that Parent/Guardian has read this entire Agreement, understands its terms, the representations made by the minor participant and the assumption of risk by the minor Participant and agrees to its terms on behalf of the minor participant and on Parent/Guardian's own behalf.

Parent/Guardian signature: **Date:**

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