

**Poudre Heritage Alliance Program Participant
Assumption of Risk, Liability and Media Release**

| | | | |
|------------------------|-----------|------------|--|
| Participant Name | | Home Phone | |
| Address | | Email | |
| City | State | Zip | |
| Emergency Contact Name | | Phone | |
| Destination | Leader(s) | Date | |

I, the undersigned, in consideration of my voluntary participation in the Poudre Heritage Alliance’s Pedaling the Poudre program (“Activity”), hereby acknowledge and understand that the Activity is inherently hazardous, and that participating in the Activity may involve certain risks and hazards, including, without limitation, the risk of: falls, fractures, concussions, dangerous weather, overexertion, overheating, injury from my lack of fitness or conditioning, equipment failures, or my failure to wear or use protective gear such as helmets, and the actions, inactions, or negligence of others. I also acknowledge and understand that as a consequence of any such risks, I may suffer property damage, serious injury, disability, or death, and voluntarily agree to assume all such risks. I also acknowledge and understand that the Poudre Heritage Alliance is not responsible for providing any necessary medical care during the Activity, and that I am solely responsible for any medical care and/or evacuation that I incur as a result of my participation in the Activity.

In further consideration of my participation in the Activity, I HEREBY RELEASE THE CACHE LA POUFRE RIVER NATIONAL HERITAGE AREA, POUFRE HERITAGE ALLIANCE, WATER SUPPLY AND STORAGE COMPANY, JACKSON DITCH COMPANY, AMERICAN SOCIETY OF CIVIL ENGINEERS, ASCE NORTHERN COLORADO BRANCH, THEIR AFFILIATES, SUCCESSORS AND ASSIGNS, TOGETHER WITH THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND LICENSEES (“Released Parties”) FROM any and ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way out of my participation in the Activity, including, without limitation, any harm, loss, injury, or death that occurs to me, my property, or to any other person or property before, during, or after the Activity. I hereby agree not to sue nor otherwise make claim against the Released Parties for any harm, loss, injury, or death arising out of my participation in the Activity, or related to the Activity in any way.

This Release extends to my personal and legal representatives, heirs, next of kin, and successors in interest of any kind. This Release extends, without limitation, to claims arising out of any alleged negligence of the Released Parties and any claims for strict liability associated with abnormally dangerous activities. This Release does not, however, extend to claims arising out of gross negligence, intentional or reckless misconduct, or any other liabilities that cannot be waived under Colorado law.

I also hereby acknowledge and understand that any and all images or other media obtained by the Released Parties as a result of my participation in the Activity may be used by the Released Parties for the purposes of illustration, advertising, promotion, display, publication, or for any other lawful, non-commercial purposes. This consent has no limits as to media, territory or time. I acknowledge and understand that any such images may be cropped, edited or otherwise altered, and that any use and the nature of any such use, is in the sole discretion of the Released Parties. I hereby relinquish any and all rights to review or approve any use of such media, and warrant that I have full authority to grant this consent and release.

I have carefully read and reviewed this Assumption of Risk, Liability and Media Release, understand its contents, and acknowledge the rights given up in signing below. I acknowledge that I have no obligation to participate in the Activity, but desire to do so, and am therefore voluntarily signing this Assumption of Risk, Liability and Media Release.

Name (Please print legibly): _____

Sign: _____ Date: _____

(See reverse side if under 18 years of age)

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IF UNDER 18 YEARS OF AGE, PARENT OR GUARDIAN MUST READ AND SIGN BELOW: I am the legal guardian of the above minor and have read the above Release. I hereby consent to the terms of the Release on behalf of the named minor, and give my consent to the participation of the above-named minor in the Activity on the terms and conditions set forth above.

Name of Minor (Please print legibly) : _____

Signature of Parent: _____ Date: _____