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Name \_\_\_\_\_

Date and description of course or climb JULY 23, 2008 event at ESTES PARK

### Medical Information/Consent Form

Please answer the following questions to the best of your ability. The activities you will participate in often are of a different physical nature than most participants are used to. All medical concerns need to be known. If you have questions regarding your participation, you should discuss them with your doctor.

Date of Birth \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ M F

Do you or have you ever suffered from any of the following? Please check.

- Allergies
- Frostbite
- Cerebral or Pulmonary Edema
- Diabetes
- Asthma
- Heart Problems
- High Blood Pressure
- Dislocations
- Back Problems
- Are you currently under a doctor's care?
- Are you taking any medications?
- Are you allergic to insect bites?
- Are there any limitations to your activities?
- Do you have any medical condition not listed above that we should be made aware of?

List your physical activities for an average week:

If yes to any of the above, please describe.

I, \_\_\_\_\_, hereby consent to any hospital care or medical or surgical diagnosis or first aid activities with Colorado Mountain School and its agents, if I am not able at that time to give my written consent due to unconsciousness, disorientation or other mental incapacity.

I also understand and agree that I am solely responsible for all appropriate charges for such services and that Colorado Mountain School and its agents are under no duty to provide any first aid or medical treatment in any event.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Parent or Guardian (if under 18) \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Address \_\_\_\_\_

Phone(D) \_\_\_\_\_ (N) \_\_\_\_\_

### VISITORS ACKNOWLEDGEMENT OF RISKS

In consideration of the services of Andrews, Bicknell, & Crothers, L.L.C. dba Colorado Mountain School, their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "CMS"), I agree as follows:

Although CMS has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, CMS has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity can be causes of loss of or damage to your equipment, accidental injury or illness or, in extreme cases, permanent trauma or death. CMS does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

The hazards of walking on uneven terrain and slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the rock, mountain or into a crevasse; the risks of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity. Furthermore, CMS employees have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of all a participant's fitness or abilities. The weather and other environmental conditions cannot always be predicted with absolute accuracy. It would be impossible for the staff to foresee and warn you of every conceivable thing that might go wrong and any equipment can malfunction.

I am aware that mountaineering, rock, artificial wall and ice climbing, hiking, snowshoeing and cross country skiing entails risks of injury or death to any participant. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume and accept full responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with the full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of CMS has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody and control, for bodily injury, death, and loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have had sufficient opportunity to read this entire document. I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, estate and for all members of my family, including minor children.

Signature of Participant: \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

## **PARTICIPANT AGREEMENT, INDEMNIFICATION, AND ASSUMPTION OF RISK FOR MINORS**

I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the above named activity(s)

and further agree to the terms herein contained. In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by Colorado Mountain School (hereinafter collectively referred to as CMS) to participate in its activities and to use its equipment and facilities, I agree to indemnify and hold harmless CMS from any and all Claims, demands, or causes of action which are brought by myself, and/or the minor and/or on behalf of the Minor against CMS, and which are in any way connected with such use or participation by Minor. In the event that I file a lawsuit against CMS, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I hereby represent that the minor is in good health, that there I have identified all medical conditions associated with the minor, and that I have adequately informed CMS personnel of any special instructions regarding the minor. I certify that I have adequate insurance to cover any injury or damage the minor may suffer while participating, or else I agree to bear the costs of such injury or damage myself.

I authorize CMS personnel to call for medical care for the minor or to transport the minor to a medical facility or hospital if, in the opinion of such personnel, the minor needs medical attention. I further authorize appropriate personnel to render such medical treatment as is necessary for the health of the minor, in their professional opinion. I agree that once the minor is in the care of medical personnel or a medical facility, CMS shall have no further responsibility for the minor and I agree to pay all costs associated with such medical care and transportation.

Parent or Guardian \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Health Insurance provider \_\_\_\_\_

Date \_\_\_\_\_