

Colorado School of Mines Waiver and Release Agreement

I, _____, desire to participate at MNGN 333/444 in a practical hands-on applications related to my learning in these classes and field trips. I understand and acknowledge that specific risks of the activities include, but are not limited to the following:

- Hiking or walking along trails, sidewalks, walkways or even roads may cause damage to equipment or personal injuries.
- Vehicle accidents may result in property damage and physical injuries such as scrapes, abrasions, sprains, broken bones, torn muscles or ligaments, head, neck or spinal injuries, or death.
- Poisonous or dangerous plants, insects or animals might be encountered.
- Exposure to the natural elements can be uncomfortable or harmful. Sunburn, dehydration, heat exhaustion, heat stroke, wind, rain, and being outdoors can be uncomfortable or cause injury or illness.
- Risks also include injuries or damages resulting from certain decisions and conduct, including the risk that a instructor, co-instructor or other participant may misjudge someone's capabilities, or misjudge weather, terrain, water level, or route location etc.
- Environmental risks include rapidly moving, deep or cold water, steep and rocky terrain, insects, snakes, predators, and other animals; falling or rolling rock, lightning, fires, flash floods and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Such environmental conditions pose additional risks, including hypothermia, frostbite, frost nip, sunburn, heatstroke, dehydration, and other mild or serious conditions.
- Explosives will be in use. Strict safety procedures are in place, but accidents can still occur and could result in hearing loss, physical injuries, or death.

In exchange for the opportunity to participate in the field trip, I hereby assume all risk of injury to myself and my property that I may suffer as a result of my participation, including transportation to and from the field trip site. On behalf of myself as well as my heirs, administrators, executors, and assigns, I hereby RELEASE AND FOREVER DISCHARGE THE STATE OF COLORADO AND CSM, AS WELL AS ITS TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, ARISING FROM, OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE COURSE ACTIVITIES. IN ADDITION, I AGREE TO INDEMNIFY AND HOLD THE ABOVE-NAMED ENTITIES AND INDIVIDUALS HARMLESS FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THAT THEY MAY INCUR AS A DIRECT OR INDIRECT RESULT OF MY PARTICIPATION IN THE COURSE ACTIVITIES.

I hereby agree that if CSM is compelled to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay CSM's costs and attorney's fees if CSM successfully defends such action, lawsuit or litigation.

I further state that there are no health-related reasons or problems that would preclude or restrict my participation in the field trip, and that I have adequate health insurance necessary to provide for and pay any medical costs that I may incur as a result of illness or injury during the course of my participation in the field trip. If I require emergency medical action or treatment, I hereby consent to being transported by CSM to a hospital or medical care facility, and consent to being administered medical care by the physician or licensed hospital or medical care facility deemed by the CSM representative in charge to be the most expedient and appropriate under the circumstances. I understand and agree that CSM assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment or my transportation to or from the medical care facility.

I agree that this **Liability Waiver and Release Agreement** is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion herein is held to be invalid or unenforceable, the balance shall continue in full legal force and effect. This agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado.

Nothing in this **Liability Waiver and Release Agreement** shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available to CSM's trustees, officers, employees, agents and representatives under the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, *et seq.*

By my signature below, I acknowledge and represent that I have carefully read this document in its entirety, understand its contents and effect, and am executing it voluntarily of my own free will.

Student Signature

Parent Signature
(Required if Student is under 18 years old)

Date

Date