

**Breckenridge Outdoor Education Center
Acknowledgement of Risk and Release of Liability Form
Signatures Required (Both Sides)**

We, the staff of Breckenridge Outdoor Education Center (BOEC), look forward to having you, your child or your family member join us for a program experience on the ski slopes, at our Breckenridge campus and/or in one of our "wilderness" venues. On these two pages, you will find important information about BOEC, our activities and the potential risks involved in participation. Please read this information carefully, ask us any questions you might have and do not sign this agreement if you do not want to be exposed to these activities and potential risks!

BOEC is a non-profit organization that has been in operation since 1976, providing outdoor adventure programs for people of all ages and abilities.** We offer activities and programs for groups and individuals throughout the year. BOEC strives to structure its activities to address the specific goals and abilities of its students.

All activities conducted by BOEC are consistent with the standards set out by the Association for Experiential Education (AEE) and the Professional Ski Instructors Association (PSIA). You can be confident in knowing that BOEC is accredited by AEE, an outside, independent organization that has reviewed and approved BOEC's policies, practices and educational components. The AEE only accredits those programs that meet its standards.

Please know that participation in BOEC activities involves risk. These risks will be greater than most people encounter in their daily lives, which is what BOEC is all about. Providing high quality programs in a risk-managed environment is a priority at BOEC, however, we cannot eliminate all risks in adventure activities such as snow skiing or boarding, rafting, rock climbing or most of the activities that we do. These activities can cause injury and even serious injury. As with any outdoor adventure, under rare circumstances, the activity can even result in death.

It is of utmost importance to us that you not engage in activities that are opposed by you, your family, or your doctor due to illness, physical or mental infirmity, or any other health/medical condition that you may have, whether diagnosed or undiagnosed.

To help us try to manage these risks it is very important that all program participants follow all directions given by BOEC staff. Please ask questions whenever a procedure or activity is unclear to you. If a program participant currently is taking prescription medications, including medical marijuana or other alternative therapies, it is imperative that these medications be disclosed in the confidential medical form. Use of or being under the influence of alcohol or judgment affecting drugs while participating in adventure activities is unsafe and strictly prohibited.

We believe that it is in everyone's interest that risks are disclosed, understood, and accepted prior to participation at BOEC. After you have reviewed both sides of this Acknowledgement of Risk and Release of Liability Form and if you understand and agree with its contents, please sign and initial in the designated places on both pages. If you are the parent or legal guardian of a student, again please read both sides of this form and if you both agree and understand their content, place YOUR signature and initials in the designated places on both pages.

If you have any questions or comments about this Release or the level of risk at BOEC, please do not hesitate to contact us. We welcome your questions, suggestions and feedback.

Sincerely,

The BOEC Staff

I have read the above information
Participant or Parent/Guardian _____ **(initial)**

** BOEC is not owned or controlled by Breckenridge Ski Resort, Keystone Ski Resort or the Town of Breckenridge.

Emergency Medical Treatment and Photo Release

I. Permission to obtain medical treatment on my behalf _____ **Agree (initial)**

I, or the person for whom I am the legal guardian, hereby give permission for BOEC Program Staff to render first-aid and to seek emergency medical or rescue services as they see fit, and at my cost. (Please note: We recommend that all BOEC participants be covered by personal health insurance. If medical care for injury, pre-existing condition or any other reason is required during a BOEC course, the participant's personal health insurance will be primary).

II. Permission to take and display images _____ **Agree (initial)**

I, or the person for whom I am the legal guardian, hereby give permission to BOEC, and any person designated by BOEC, to make photographs and other recordings of myself, and I consent to publishing and/or displaying of such recordings as BOEC deems fit for the sole purpose of promotion of BOEC.

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My signature below represents that I, as a participant or as the parent of a minor participant or as the legal guardian of a participant, (hereinafter, collectively, "I") have read and understand the contents of this release. In consideration for being allowed to participate in Breckenridge Outdoor Education Center (BOEC) programs, and related events and activities, or serve as staff or volunteer for the same, I hereby understand and agree to the following:

1. I understand that although BOEC has taken precautions to provide proper organization, supervision, instruction and equipment for each activity, it is impossible for BOEC to guarantee absolute safety.
2. I understand that I share the responsibility for safety during all activities, and I accept that responsibility. I will make my instructors aware of any questions or concerns I might have regarding safety standards, guidelines, procedures and my ability to participate in an activity.
3. I understand that participation in outdoor programs involves risk. The following is a partial list of the potential risks associated with the activities at BOEC. This list does not include all inherent risks but serves to provide examples and promote an understanding of the risks, any of which could result in injury, mental stress, permanent disability, or even death.
 - Complications associated with exposure to weather (including extreme cold, wet or icy conditions, heat, sun, lightning), altitude and physical exertion
 - Perils and hazards arising from unintended contact with others, including participants and members of the general public
 - Perils and hazards arising from unintended contact with both natural features such as rocks, trees, plants and animals, as well as man-made features such as posts and equipment
 - Perils and hazards arising from equipment failure or malfunction
 - Increased risk of harm due to delays in the delivery of emergency medical services in remote locations or due to reasons beyond BOEC's control
4. I understand that in addition to the risks inherent in all activities at BOEC, more specific risks accompany each type of activity. For example, skiing, snowboarding and other snow-based activities expose participants to slips, falls and collisions with trees, obstacles and other parties. Rafting, canoeing, kayaking and other water based activities expose participants to drowning or other complications associated with immersion in water and cold water, falling into water and/or swimming in turbulent water, becoming pinned or entrapped by items or obstacles in/on the water, colliding with rocks, boats and other items in the water, and falling while entering or exiting any boats. Biking, climbing, ropes course and other land based activities expose participants to falls from heights and obstacles, high speeds and sudden stops, trauma resulting from being fully supported in a harness for an extended period, collisions, and opportunities to become lost.
5. I understand that I have the right to inspect the facilities and equipment to be used, and to observe a lesson or program, and that if I believe anything is unsafe, it is my responsibility to immediately advise BOEC staff of such condition and refuse to participate.
6. I assume all the foregoing risks, as well as similar unforeseen risks, and accept personal responsibility for the damages due to such injury, permanent disability or death resulting from participating in any BOEC activity.
7. Should I have a disagreement or dispute with BOEC about this Release, the charges, the activities, any injury I may receive or any other aspect of BOEC, I agree that any action to resolve or redress such disagreement or dispute will be brought in Summit County, Colorado and governed by Colorado law.

I hereby release BOEC, its successors, representatives, assigns, Board of Directors, volunteers, employees, officers and other participants from any and all claims, demands, and causes of action, whether resulting from negligence or otherwise, of every nature and in conjunction with a BOEC activity.

I have read this Agreement, understand its contents, am aware this document has legal consequences and I sign it voluntarily.

PARTICIPANT'S PRINTED NAME

SIGNATURE

DATE

Parent or Legal Guardian (if participant is under 18 years of age or otherwise legally dependent):

I hereby warrant that I have legal authority to act on behalf of my child or ward. I agree to the above terms and conditions for myself and on behalf of my child or ward. I agree to indemnify BOEC for any and all claims brought by or on behalf of the child or ward for whom I sign or for any claim brought by any other person related to the child or ward against BOEC.

PARENT/GUARDIAN'S PRINTED NAME

SIGNATURE

DATE