Rocky Mountain Biological Laboratory
Assumption of Risk, Release of Liability and Indemnification Agreement
(revised December 2005)

I, the UNDERSIGNED (student, employee, researcher, parent, invitee, guest, visitor, user of winter facilities, such as but not limited to the Nordic Hut, etc.), UNDERSTAND that the Rocky Mountain Biological Laboratory (RMBL) is a field station in Gothic, Colorado, which is a remote, rugged and rural location in the Colorado Rocky Mountains. As such, the surrounding countryside contains dangerous terrain and conditions, the climate can be extreme and unpredictable, and timely medical attention may not be available. Gothic was originally a mining town, which thrived in the 1800's. Thus, many of the RMBL's facilities are primitive, meaning that some of the buildings are old and do not necessarily meet current building code requirements. I further UNDERSTAND that access to Gothic and RMBL during the wintertime may be impaired, risky, and very dangerous due to avalanche activity. I UNDERSTAND the above conditions and hereby EXPRESSLY ASSUME ANY AND ALL RISKS occasioned by and related to these conditions and related to my use or to my child's (children's) use of RMBL facilities at any time of year, motor vehicles, and participation in RMBL activities and programs. Further, I EXPRESSLY AGREE TO HOLD HARMLESS, RELEASE AND INDEMNIFY RMBL, its agents, employees, representatives, directors, officers, successors, and assigns FOR ANY AND ALL LIABILITY AND/OR CLAIMS OR DEMAND WHATSOEVER for bodily and personal injury, death to persons, or damage to or loss of property, or any other injury, damage or loss of any kind arising from or related to my or my child's (children's) participation in RMBL activities and programs, use of the facilities at any time of year, and any and all other claims related thereto. This agreement and release includes any claims based on actual or alleged NEGLIGENCE or BREACH of any express or implied warranty. This agreement and release shall not relieve the RMBL of its reasonable obligation to avoid wanton or willful acts that may lead to injury, death, or damages. However, it is also a COMPLETE WAIVER OF ANY AND ALL WARRANTY CLAIMS regarding the content and safety of RMBL facilities, motor vehicles, activities and programs. By execution of this RELEASE, the UNDERSIGNED agrees not to sue RMBL and ACKNOWLEDGES AND AGREES that the UNDERSIGNED is releasing any right to make a claim or file a lawsuit against RMBL.

One of the risks associated with living in Gothic, Colorado is the Hantavirus disease. Hantavirus is an airborne viral disease and its primary host is the deer mouse**.** Two known cases of Hantavirus in the Gunnison County have been documented, with the nearest case about 30 miles away from RMBL. Mice are very common in Gothic so the virus may be present. By signing below, the UNDERSIGNED ACKNOWLEDGES AND ACCEPTS responsibility for this and other health related risks, including, without limitation, the West Nile Virus, Lyme Disease, and Rocky Mountain Spotted Fever, and further EXPRESSLY AGREE TO HOLD HARMLESS, RELEASE AND INDEMNIFY RMBL, its agents, employees, representatives, directors, officer, successors, and assigns, FROM ANY AND ALL CLAIMS related to my or my child's (children's) bodily injury, sickness and disease, including death, and related to any other diseases and injury caused by ticks, insects, snakes, mice, plants and other organisms.

In the case of a minor child, the undersigned parent or legal guardian acknowledges that he/ she is also signing this release on behalf of the minor, and that the minor shall be bound by all the terms of the agreement and release. Further, by signing this agreement and release as the parent or legal guardian, of a minor child, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor child that the minor child may have. By signing this agreement and release without a parent or legal guardian's signature, the participant represents that he/she is at least 18 years of age. The parent or legal guardian, by signing this agreement and release, represents that he/she is the parent or legal guardian of the participant.

This agreement and release shall be binding to the fullest extent allowed by law. If any part of this agreement and release is deemed to be unenforceable, the remaining terms shall survive and shall be enforceable between the parties. This agreement and release shall be binding upon the successors, assigns, personal representatives and executors, next of kin, and heirs of the UNDERSIGNED. This agreement and release shall be governed by the laws of Colorado, and jurisdiction and venue shall be in combined courts of Gunnison County, Colorado.

Photo Release

❍ **I Do** ❍ **I Do NOT** agree to allow RMBL to use photographs taken of me or my child for publicity purposes on RMBL's webpage or in any other publication authorized by the RMBL.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND RELEASE, UNDERSTAND AND ACKNOWLEDGE ITS CONTENTS, AND SIGN IT VOLUNTARILY.

_____ _____ Date _____
Participant's SIGNATURE PRINT Participant's Name

If the participant is under 18 years of age:

_____ _____
PRINT Child's Name PRINT Parent or Legal Guardian's Name

_____ Date _____
Parent/Legal Guardian's SIGNATURE