

ROCKY MOUNTAIN BIOLOGICAL LABORATORY
Assumption of Risk, Release of Liability,
Hold Harmless, and Indemnification Agreement

I, the UNDERSIGNED (student, researcher, parent, invitee, guest, visitor, user of facilities, such as but not limited to the Nordic Hut, etc.), UNDERSTAND that The Corporation of the Rocky Mountain Biological Laboratory at Gothic (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. There is no guarantee that leaders, guides or other representatives of the RMBL are trained in or certified for first aid treatment, and I UNDERSTAND AND AGREE that they are not responsible for my safety. 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 the RMBL may be impaired, risky, and very dangerous due to travel conditions and avalanche activity. I UNDERSTAND the above conditions, and, IN CONSIDERATION OF THE USE OF THE RMBL FACILITIES AND PARTICIPATION IN THE RMBL EVENTS, hereby EXPRESSLY ASSUME ANY AND ALL RISKS AND LIABILITIES occasioned by and related to these conditions or related to my use or to my child's (children's) use of the RMBL facilities, motor vehicles, and participation in RMBL activities and programs at any time of the year and at locations in Gothic and in other areas. Further, I EXPRESSLY AGREE TO HOLD HARMLESS, INDEMNIFY EXEMPT, AND RELEASE THE RMBL, its agents, employees, representatives, directors, officers, successors, and assigns ("released parties") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS OR ACTIONS OR CAUSES OF ACTION WHATSOEVER, for bodily injury, death, 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 in Gothic and other areas, at any time of year, and any and all other claims related thereto. This Agreement 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 released parties of their 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, equipment, activities and programs. By execution of this AGREEMENT, I agree not to sue the released parties and ACKNOWLEDGE AND AGREE that I am releasing any and all rights to make a claim or file a lawsuit against the released parties.

One of the risks associated with living in Gothic, Colorado is the airborne, viral Hantavirus disease. Its primary host is the deer mouse. Two known cases of Hantavirus in Gunnison County have been documented, with the nearest case about 30 miles away from the RMBL. Mice are very common in Gothic so the virus may be present. By signing below, I ACKNOWLEDGE AND ACCEPT 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, INDEMNIFY, AND RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, AND FROM ANY AND ALL CLAIMS related to my or my child's (children's) bodily injury, sickness or disease, including death, related to any diseases or injury caused by ticks, insects, snakes, mice, plants or other organisms.

In the case of a minor child, I acknowledge that I am the parent or legal guardian of the child (children) and that I have the right to, and am also signing this Agreement on behalf of the minor, and that the minor shall be bound by all the terms of this Agreement. Further, by signing this Agreement as the parent or legal guardian, I understand that I AM WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR CHILD that the minor child may have. By signing this Agreement and release, I represent that I am at least 18 years of age.

I hereby covenant that I have disclosed any and all known physical conditions or limitations that would put me or my child (children) at a heightened risk for injury or death in the mountainous environment surrounding the RMBL. I hereby covenant and agree to follow all safety rules and instructions required by the RMBL.

This Agreement shall be binding to the fullest extent allowed by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall survive and shall be enforceable between the parties. I AGREE TO PAY THE RELEASED PARTIES THEIR DEFENSE COSTS IF I BRING SUIT AGAINST ANY OF THEM IN VIOLATION OF THIS AGREEMENT. This Agreement shall be binding upon my successors, assigns, personal representatives and executors, next of kin, and heirs. It shall be governed by the laws of Colorado, and jurisdiction and venue shall be in the combined courts of Gunnison County, Colorado.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND RELEASE, UNDERSTAND AND ACKNOWLEDGE ITS CONTENTS, UNDERSTAND THAT I AM RELINQUISHING SUBSTANTIAL LEGAL RIGHTS, HAVE KNOWLEDGE OF THE RISKS STATED HEREIN, AND, BY SIGNING BELOW, AGREE TO ITS TERMS.

Participant's SIGNATURE

PRINT Participant's Name

DATE

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

ROCKY MOUNTAIN BIOLOGICAL LABORATORY
Photo Release

I Do I Do NOT agree to allow the 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.