

WAIVER AND RELEASE OF LIABILITY

2023

As I choose to participate in all programs, activities, and events – both indoors and outdoors – organized by **St. John the Baptist Episcopal Church, Breckenridge, CO** (the “Church”), I hereby:

1. Acknowledge that I am familiar with the risks of all programs which are coordinated, but not controlled by, the Church and which are led by volunteers.
2. Acknowledge and fully understand that I will be engaging in programs that might result in injury or illness, including permanent disability or death, due to not only my own level of ability, action, inaction or negligence, but also to the action, inaction or negligence of others or the condition of the trails or any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.
3. Knowing the risks involved, I assume that risk and accept personal responsibility for the damages following such injury, illness, permanent disability or death. I am also aware of the health risks of gathering in-person during the COVID-19 pandemic, and agree to follow all health protocols as issued by the Episcopal Church in Colorado, the State of Colorado and Summit County, and the Church.
4. Release, waive, and discharge and covenant not to sue the Church, the Episcopal Church in Colorado, or their agents, employees, representatives, officers, successors, heirs and assigns, and volunteers, all of whom are referred to as “Releasees”, from any and all claims, demands, illnesses, injuries, losses, or damages on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, to the fullest extent permitted by law.
5. Agree to indemnify and hold harmless the Releasees from any and all loss, damage, illness, injury, claim or demand, arising from or relating in anyway whatsoever, to my participation in the program described above, including costs and reasonable attorneys’ fees.

I HAVE READ THE ABOVE WARNING, WAIVER AND RELEASE, AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND KNOWING THIS, SIGN IT VOLUNTARILY. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENT/GUARDIAN AS EVIDENCED BY MY PARENT/GUARDIAN’S SIGNATURE BELOW.

Participant (*please print name*)

Signature

Date

Cell Phone

Email

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18

This is to certify, I as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s involvement or participation in the program described above, even if arising from their negligence, to the fullest extent permitted by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

Parent/Guardian (*please print name*)

Signature

Date

Cell Phone

Email