

RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING.

THIS DOCUMENT IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration of being allowed to participate in the _____ program (“the Activity”) provided by Beyond Words, Int’l. (“BWI”), I make the following statements and promises with the intent to be legally bound by them:

1. I understand the Activity includes risks of physical exercise, physical injury, exposure to unsanitary conditions, exposure to illness, damaged personal property, emotionally traumatic experiences, and risks associated with national and/or international travel. This list of risks is not complete and only serves as a partial itemization of the risks I will be exposed to during the Activity. In summary, **I UNDERSTAND THAT THE ACTIVITY IS HAZARDOUS AND MAY CAUSE PHYSICAL INJURY, PHYSICAL DEATH, EMOTIONAL TRAUMA, OR PROPERTY DAMAGE.**
2. I understand that BWI does not own the property where the Activity occurs. I further understand that the Activity involves participation by individuals not associated with BWI. I acknowledge that BWI has no control over the property’s condition or other persons’ conduct.
3. **I ASSUME ALL RISKS AND DANGERS INVOLVED IN THE ACTIVITY** whether such risks are described above, and whether such risks are known or unknown to me at this time.
4. **I UNCONDITIONALLY AND FOREVER AGREE TO RELEASE, WAIVE, DISCHARGE, AND NOT SUE BWI, OR BWI’S BOARD MEMBERS, OFFICERS, EMPLOYEES, OR VOLUNTEERS FOR ANY CLAIMS OF PHYSICAL, EMOTIONAL, PROPERTY, OR FINANCIAL DAMAGE RESULTING FROM PARTICIPATION IN THE ACTIVITY THAT ARISE FROM NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF AN EXPRESSED OR IMPLIED WARRANTY.**
5. I agree that any legal action arising from the Activity shall be litigated exclusively in the County Court or District Court of Archuleta County, Colorado, with a judge sitting as the sole trier of fact. Should BWI, or any of its board members, officers, employees, or volunteers prevail in such legal action, the party shall be entitled to an award for the costs, expenses, and attorney fees reasonably incurred in the matter. Should I prevail in the legal action, I understand that I enjoy no reciprocal right to an award for such costs, expenses, and fees.
6. **I UNDERSTAND THIS DOCUMENT IS A CONTRACT AND SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.** It shall be interpreted and enforced in accordance with the laws of the state of Colorado. Should a judge ever determine that any provision of this document is unenforceable, such provision shall be automatically stricken while all other remaining provisions shall remain fully enforceable as written.
7. I confirm that I am at least 18 years of age. I further confirm that this document was provided to me in advance of my participation in the Activity. I have carefully read all its contents. I have also resolved any questions, concerns, or suggested amendments I may have had. Consequently, this document encompasses the entirety of my agreement with BWI. **I UNDERSTAND THAT MY SIGNATURE CONSTITUTES A RELEASE OF LIABILITY AND A WAIVER OF LEGAL RIGHTS FOR CLAIMS ARISING FROM PARTICIPATION IN THE ACTIVITY**

Printed Name of Participant

Signature of Participant

Address of Participant

Date