COLORADO COLLEGE

# MINOR PARTICIPANT ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This Assumption of Risk, Release of Liability, and Indemnification Agreement ("Agreement") is executed by the undersigned parent or legal guardian ("Parent/Guardian") on behalf of the minor identified below ("Minor"), in favor of Colorado College, and its trustees, officers, employees, agents, volunteers, students, contractors, and representatives (collectively, "Colorado College" or "the College").

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## 1. PARTICIPATION AND ACTIVITIES COVERED

I acknowledge that the Minor may participate in, observe, or be present for activities sponsored by, affiliated with, or occurring on the campus of Colorado College, including but not limited to:

- Conferences, camps, institutes, workshops, tours, or programs
- Volunteer or service-learning activities
- Academic or scholarly research projects
- Educational, recreational, cultural, or athletic events
- Use of College facilities, equipment, laboratories, residence halls, dining facilities, athletic or recreational facilities, classrooms, common areas, and grounds (collectively, the "Activities").

## 2. ASSUMPTION OF RISK

I understand and acknowledge that participation in the Activities and presence on campus involve inherent and other risks, whether known or unknown, foreseeable or unforeseeable, including but not limited to:

- Physical injury, illness, or death
- Property loss or damage
- Exposure to environmental conditions, equipment, facilities, or other participants
- Risks associated with travel to, from, or around campus
- Risks arising from the acts or omissions of other participants or third parties

I **voluntarily and knowingly assume all such risks** on behalf of the Minor, whether arising from ordinary negligence or otherwise, to the fullest extent permitted by law.

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**3. RELEASE AND WAIVER OF LIABILITY**

To the fullest extent permitted by Colorado law, I hereby release, waive, and discharge Colorado College from any and all claims, demands, actions, or causes of action of any kind arising out of or related to the Minor's participation in the Activities or presence on campus, including claims for personal injury, illness, death, or property damage, except to the extent caused by the College's willful or wanton misconduct.

**4. INDEMNIFICATION AND HOLD HARMLESS**

I agree to **indemnify, defend, and hold harmless** Colorado College from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from or related to: the Minor's participation in the Activities or presence on campus, any breach of this Agreement by the Parent/Guardian or Minor, and claims brought by or on behalf of the Minor or by third parties arising from the Minor's conduct.

**5. MEDICAL AUTHORIZATION**

In the event of an emergency, I authorize Colorado College to obtain or provide emergency medical treatment for the Minor if I cannot be reached in a timely manner. I understand that the College does not assume responsibility for medical costs incurred and that such costs are my responsibility.

**6. INSURANCE**

I acknowledge that Colorado College does not provide medical or accident insurance coverage for the Minor. I affirm that the Minor is covered by appropriate health and/or accident insurance or that I accept full financial responsibility for any medical expenses incurred.

**7. COMPLIANCE WITH RULES AND SUPERVISION**

I understand that the Minor is expected to comply with all applicable College policies, rules, instructions, and standards of conduct. I acknowledge that Colorado College is not assuming custodial responsibility for the Minor unless expressly stated in writing as part of a specific program.

**8. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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**9. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any legal action arising under this Agreement shall be brought in a court of competent jurisdiction located in the county of El Paso, Colorado.

**10. ACKNOWLEDGMENT AND SIGNATURE**

I affirm that I am the Parent or legal Guardian of the Minor, that I have read and understand this Agreement, and that I voluntarily execute it on behalf of myself and the Minor. I understand that this Agreement affects legal rights of both the Minor and myself.

**Minor's Name:** _____

**Minor's Date of Birth:** _____

**Parent/Guardian Name (Print):** _____

**Signature:** _____

**Date:** _____

**Emergency Contact Name & Phone:** _____