

MONTROSE RECREATION DISTRICT RELEASE AND WAIVER OF LIABILITY

I recognize that the use of Montrose Recreation District ("MRD") recreational facilities, and all equipment and facilities owned, operated or maintained by MRD and the participation in any program or activity of MRD (collectively, the "Recreational Facilities and Activities"), have inherent risks of injury. For and in consideration of MRD permitting me to use the Recreational Facilities and/or participate in the Recreational Activities, I, for myself, and on behalf of my spouse, assignees, heirs, guardians, and legal representatives hereby voluntarily indemnify, release from liability, agree to defend and hold harmless MRD and its officers, board of directors, employees, agents, representatives, volunteers (paid and unpaid), and any sponsoring partners, organizations or groups affiliated therewith (collectively MRD) for any accident, injury, illness, death, loss, theft, damage to person or property, or other consequences suffered by me arising or resulting directly or indirectly from my use of the Recreation Facilities and/or participation in the Recreational Activities, including but not limited to claims arising from or related to MRD's negligence. In the event that I am injured, I agree to assume any financial obligation, either through my health insurance, or through some other means, for any medical costs that I incur. MRD assumes no responsibility for any medical expenses, injury, or damage suffered by me in connection with my use of the Recreation Facilities and/or participation in the Recreational Activities.

I understand and acknowledge activities that are scheduled away from district facilities may involve added risks due to environment, location, weather, altitude, and distance from emergency medical services, risks that are inherent in the particular activity. I understand that I am encouraged to seek the advice of my own health provider regarding my ability or fitness to participate in any activity at any location listed in the guide before registering.

IT IS MY INTENTION BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON MYSELF, TO THE EXCLUSION OF MRD, AND TO EXEMPT AND RELIEVE MRD FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

By signing this agreement, I waive my right to bring any legal action now or at any time in the future to recover compensation or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my use of the Recreational Facilities and/or participation in the Recreational Activities. I further agree that I, my spouse, assignees, heirs, guardians, and legal representatives will not make any claim against, sue or attempt to attach the property of MRD for any loss or damage resulting from my use of the Recreational Facilities and/or participation in the Recreational Activities. I am aware of the potential dangers incidental to recreational sports activity that this is a release of liability, a waiver of my legal right to collect damages in the event of injury, death or property damage, and a contract between MRD and me, and I sign it of my own free will. I expressly agree that this release is intended to be as broad and inclusive as the State of Colorado will allow and that if any portion is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. I further understand that program registration and pass purchase are not allowed when the patron has a past due balance.

Patron Code of Conduct and Photography Waiver

To ensure the safe enjoyment of MRD services, all patrons must exercise respect and exhibit appropriate behavior while utilizing MRD facilities and programs. Those not following this code may be asked to leave and/or forfeit their recreation pass. I also consent to MRD's use of photos of participants for promotional purposes. This includes photos of me and any participant for which I am a guardian.

By signing, I agree to the Waiver of Liability and each section stated above.

Print Name of Participant

Email Address

Address

City

State

Zip Code

Phone Number

Birthdate

Signature of Participant or Parent/Guardian (If under the age of 18)

Date
