

Acknowledgment of Risk

In consideration of the services of New World Sports, LLC, their managers, agents, employees and owners, and all other persons or entities associated with that business (hereinafter collectively referred to as "NWS", I agree as follows:

Although NWS has taken reasonable steps to provide me with appropriate equipment and skilled coaches/guides so I can enjoy my activity for which I may not be skilled, NWS has informed me that this activity is not without risk. Certain risks are inherent with each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness or in the extreme case permanent injury or death. NWS does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me and my parents or guardians to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all of those risks:

Weather conditions, which may change rapidly and unpredictably and may cause injury directly (for example, rain or hail, storms, sunburn, lightning strikes, cold temperatures and the like) by or acting upon other factors (for example, performance of equipment may be impaired by weather conditions.

Equipment used in the activity may break, fail or malfunction, despite reasonable maintenance and use. Some of the equipment used in activities may inflict injuries, even when used as intended. Persons using equipment may lose control of such equipment and cause injury to themselves and/or others.

Most activities that take place in a natural environment, where unexpected, unseen, and unmarked objects and conditions create risk of injury or death from falling, tripping, slipping, insect or animal contact, unstable surface conditions, falling rocks and objects, potentially harmful vegetation and the like.

NWS staff uses their best judgment in determining how to react to circumstances including weather, terrain and other unpredictable phenomena. The staff and guides may misjudge such circumstances, an individual's capabilities and the like.

I understand that I or my child may be traveling via NWS vehicle (owned or leased) or by public transportation. Motor vehicle accidents may occur in the course of transporting NWS participants to or from activities or locations.

There are some, but not all, of the risks inherent in adventure and camping activities; a complete listing of inherent and other risks is not possible. There are also other risks which cannot be anticipated. I agree to assume and accept full responsibility for the risks identified herein and those

inherent risks not specifically identified. My participation and the participation of my child is purely voluntary, no one is forcing me or my child to participate, and we elect to participate in spite of and with full knowledge of the inherent risks.

I have carefully read, clearly understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children. I, on behalf of myself and my child hereby release and waive any claim of liability against NWS, its managers, owners, employees (hired and volunteer) and agents with respect to any injury, illness, damage or death occurring to me or my child while participating in any and all NWS programs and activities.

I hereby agree to indemnify and hold harmless New World Sports, LLC, its managers, employees (hired or volunteer) and agents with respect to any claim asserted by myself or on behalf of my child as a result of injury, illness, damage or death.

All fees are payable at the NWS located in Fort Collins, Colorado. I agree that this document and all other aspects of my and my child's relationship with NWS and its agents and employees and management shall be governed by the law of the State of Colorado. Further I agree that any legal proceeding concerning such relationship must be filed exclusively in the state of Colorado.

Signed (Participant) _____

(Parent or Guardian) _____

Date _____

Medical Authorization and Model Release

If medical treatment is necessary, I hereby give permission to the director or team leader to secure proper medical treatment which may include, but not be limited to hospitalization, surgery, ordering of injection, or anesthesia, for the person named herein. I also authorize NWS to use photos and written comments of myself or my child for promotional materials.

Signed (Parent or Guardian if under 18) _____

Date _____

