Acknowledgment of Personal Responsibility and Waiver of Liability for Seniors Outdoors!℠ Activities

In consideration of being permitted to participate in Seniors Outdoors!SM activities, participants must read, sign, and agree to this "Acknowledgement of Personal Responsibility and Waiver of Liability" ("Waiver"). For couples, each individual must sign. This Waiver must be signed each year.

I understand and acknowledge that participation in hiking, cross-country skiing, downhill skiing, snowshoeing, and other activities planned by Seniors Outdoors!SM can result in death, injury, (especially if I am not properly equipped or physically or medically prepared) and/or loss or damage to property. I understand and acknowledge that these activities take place under a variety of weather conditions, difficult and changing terrain, and other hazards of outdoor activities.

I understand and acknowledge that Seniors Outdoors!SM, its volunteers, officers, directors, trip leader(s) and members (collectively "members") are responsible only for trip planning, organization, and leading, and are not responsible or liable for my personal welfare and safety. I am solely and completely responsible for choosing outings that are within my physical and medical ability level, for taking proper clothing, provisions, and equipment along on outings to provide for my personal comfort and safety, and for making appropriate decisions in response to terrain, elevation, and weather conditions and their inherent hazards (such as falling, falling objects, lightning, avalanche, hypothermia and injuries caused by others) to ensure my safety.

On behalf of myself and my heirs, successors, assigns, guardian or other representative, I assume all risks for my personal safety, death or any injury I may suffer and/or the loss of or damage to my property, or the property of others caused by me, while participating in any Seniors Outdoors!SM activity. I hereby agree that I, my heirs, successors, assigns, guardian or other representative shall not make a claim against or sue Seniors Outdoors!SM and/or any of its members for death, injury or damage, including consequential damages, I may suffer that results from the negligence or other act or omission, however caused, of any member of Seniors Outdoors!SM in connection with my participation in any Seniors Outdoors!SM activity.

I hereby release, indemnify and hold harmless Seniors Outdoors!SM and its members from all actions, claims or demands that I, my heirs, successors, assigns, guardians or other representatives may have or may hereafter have for my death, injury or damage I may incur as a result of my participation in any Seniors Outdoors!SM activity, and I release them from any liability for any such death, injury or damage. It is my intent to extinguish and waive any liability on the part of Seniors Outdoors!SM and its members for my death, injury or damage I may suffer as a result of my participation in any Seniors Outdoors!SM activity.

In the event any claim is asserted against Seniors Outdoors!SM and/or its members for injuries or damage to me or my property, or for injuries or damages to third parties or their property caused in whole or in part by me, Seniors Outdoors!SM shall provide written notice to me of such claims, and thereafter I shall at my own expense defend and indemnify Seniors Outdoors!SM and/or its members against such claims and any related loss or liability, including reasonable attorney fees incurred by Seniors Outdoors!SM and/or its members. In the event I fail to so defend and indemnify, Seniors Outdoors!SM and/or its members may defend, pay or settle said claim(s) without notice to me and with right of recourse against me for all payments made or agreed to be paid to discharge said claim(s), and all costs incurred, including reasonable attorney fees.

I agree that this Waiver is intended to be as broad and inclusive as permitted under Colorado law. If any portion is held invalid, the balance shall continue in full force and effect. This Waiver shall be unlimited as to amount and duration. The Waiver is governed by Colorado law, and venue shall be in La Plata County.

_____	_____	_____	
Printed Name	Signature	Date	
_____	_____	_____	
Printed Name	Signature	Date	Adopted January 2009