

San Juan Mountains Association Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") executed by the undersigned ("Releasor") on the date set forth below releases San Juan Mountains Association, a nonprofit corporation organized and existing under the laws of the State of Colorado and each of its directors, officers, employees, and agents ("Nonprofit" or "SJMA"). Releasor desires to provide volunteer services for SJMA, engage in activities related to serving as a volunteer, and/or participate in an SJMA outing, docent-led hike or other outdoor activity. Releasor understands that, Releasor's relationship with Nonprofit is limited to a volunteer position and that no compensation is expected in return for services provided by Releasor; that Nonprofit will not provide any benefits traditionally associated with employment to Releasor; and that Releasor is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Releasor services to Nonprofit or participation in outings or events associated with Nonprofit.

I understand that during my participation in docent-led hikes, outings, volunteer activities and events, and outdoor activities associated with SJMA (collectively, "SJMA Events"), I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each SJMA Event and cannot be eliminated without destroying the unique character of the SJMA Event. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ("Injuries and Damages") from exposure to the hazards of travel and/or outdoor activities and that Nonprofit has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in SJMA Events and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that during SJMA Events there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

1. WAIVER AND RELEASE: I, THE RELEASOR, HEREBY AGREE TO WAIVE, RELEASE FROM LIABILITY AND FOREVER DISCHARGE CLAIMS AND HOLD HARMLESS NONPROFIT AND ITS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OF NATURE, EITHER IN LAW OR IN EQUITY, INCLUDING ALL INJURIES AND DAMAGES, WHICH ARISE OR MAY HEREAFTER ARISE FROM ACTIVITIES ASSOCIATED WITH NONPROFIT INCLUDING ANY SJMA EVENTS. I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE DISCHARGES NONPROFIT FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST NONPROFIT WITH RESPECT TO BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY ARISE FROM OR IN CONNECTION WITH ANY SJMA EVENT, RESULT FROM ANY SERVICES I PROVIDE TO NONPROFIT OR OCCUR WHILE I AM PROVIDING VOLUNTEER SERVICES.

2. Insurance: Further I understand that Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of injury or medical expenses incurred by me.

3. Medical Treatment: I hereby release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Nonprofit or in connection with any SJMA Event.

4. Assumption of Risk: I understand that the services I provide to Nonprofit and my participation in SJMA Events may include activities that may be hazardous to me including, but not limited to field/outdoor activities involving inherently dangerous activities. As a volunteer and/or participant in an SJMA Event, I hereby expressly assume risk of injury or harm from these activities and release Nonprofit from all liability.

5. Transportation: I acknowledge and agree that SJMA Events do not include carpooling, transportation, or transit to and from SJMA Events, and I am personally responsible for all risks associated with such transportation.

6. Photographic Release: I grant and convey to Nonprofit all right, title, and interests in any and all photographs, images, video or audio recordings of me or my likeness or voice made by Nonprofit in connection with my providing volunteer services to Nonprofit or participating in an SJMA Event.

7. Other: I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Signature _____ Print Name _____ Date _____
(Or parent/guardian if under 18)

Address _____ City _____ State _____ Zip _____

Email: _____ Phone (____) _____

Emergency Contact _____ Phone (____) _____

Yes, I would like a complimentary SJMA Membership ending December 31, 2018.
Members receive our bi-annual newsletter, 15% off at our bookstores and invitations to SJMA events.

NO, I do not want to be a member of SJMA.

I am already a member of SJMA.