

**Compass...For Lifelong Discovery, Inc.**  
**Acknowledgment and Assumption of Risks & Release and Indemnity Agreement**  
**(For all Kindergarten – 8th Grade Students and their Parent/s)**

**INTRODUCTION**

**Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing.** One or both parent/s or legal guardian/s (collectively referred to in this Document as “parent/s”) of the minor student (sometimes referred to in this Document as “participant”, “minor” or “child”; minors are those under 18 yrs. of age) must sign this Document. In consideration of the services of Compass...For Lifelong Discovery, Inc., and its officers, directors, board members, employees, representatives, agents, volunteers, independent contractors, schools, (specifically including but not limited to the Aspen Community School and Carbondale Community School) and all other persons or entities associated with it (individually and collectively referred to in this Document as ‘Compass’), **I, the participant’s parent/s, acknowledge and agree as follows:**

Compass...For Lifelong Discovery contracts with individuals or organizations that are independent contractors (not their employees or agents) to provide some of the services, and to conduct some of the activities participants may engage in. Although we have made efforts to locate responsible contractors, we do not supervise or control these contractors and are not responsible for their conduct. In addition, activities, including competitions, events, internships and field trips are sometimes organized by independent facilities and/or take place on premises not owned by, or associated or affiliated with Compass...For Lifelong Discovery. We do not oversee, supervise, or take responsibility for any aspect or condition of these independent activities, facilities or premises. Parent/s acknowledge that they may independently investigate and assess these activities, facilities or premises, if they desire.

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

Compass year-round educational, instructional, adventure and/or recreation activities on or off Compass premises take place in Colorado or in other locations in the United States and include, but may not be limited to: classroom activities; bicycling; hiking & backpacking; camping; swimming; river rafting or other boating; cross-country, backcountry or downhill skiing; snowshoeing; snowboarding; ice skating; sledding; high and low element ropes and challenge course activities; rock climbing or bouldering (indoors on artificial walls or rock, and outdoors on natural rock), peak ascents; orienteering; sports, games, playground, club and P.E. activities; service learning projects and internships; day or multi-day field or special trips, including use of backcountry huts; wildlife and nature observation and travel in gondolas, chairlifts or other means, or in airplane, trains and private or public vans, buses and other vehicles to and from school or otherwise (collectively referred to in this Document as “activities”). Activities may be scheduled or unscheduled, structured or unstructured, and may take place as mandatory or optional and/or curricular or extra-curricular segments during the Compass academic year or summer program. I acknowledge that a participant’s choice to socialize or participate in activities with, or associated with, Compass staff members or Compass families outside school hours and/or unrelated to a Compass organized field trip, outing or program are not Compass related activities, and participant does so entirely at his or her own risk. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as “risks”) of these activities can cause injury, damage, death or other loss to participant or others.** Parent/s give permission for their child to participate in all Compass activities and agree to discuss the nature of these activities and risks with their child. **The following describes some, but not all of those risks:**

**Risks present in an outdoor or wilderness environment.** These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Travel may be subject to lightning; strong winds; rain, snow and ice; fast moving rivers or other water bodies; difficult stream crossings, currents or whitewater; falling rocks; extremely hot (geothermal) or cold weather or water; avalanche dangers; fallen timber; stinging, venomous, and/or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards (both above and below water level) may not be marked or visible and weather is unpredictable year around.

**Risks connected with geographic location.** Activities may take place in remote places several hours or longer from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Although Compass staff or contractors may have wireless communication devices (including cell or SAT phones) while conducting programs both on and off Compass grounds, use of these communication devices in outdoor, mountainous and/or wilderness terrain is unreliable and inconsistent.

**Equipment risks.** The risk that equipment used in an activity (whether participant’s personal equipment or otherwise) may be misused or may break, fail or malfunction. Compass staff or contractors require use of helmets or other safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of such gear.

**Decision-making risks.** These risks include the risk that a Compass staff member, volunteer or contractor may misjudge a participant's capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or, river and/or terrain route location.

**Personal health and participation risks.** The risk that participant's mental, physical or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these activities could result in injury, damage, death or other loss. Although Compass personnel may review participant's health information, Compass cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition.

**Risks regarding conduct.** The potential that participant, or other participants or third parties may act carelessly or recklessly.

**Risks associated with premises.** Slippery walkways, uneven ground, ruts, boulders, or other conditions may exist in and around Compass premises. Participants may engage in Compass chores using Compass tools and materials.

**Free time risks.** Risks associated with free or unsupervised time before, during and/or after the start of an activity or class and at various other times.

**Risks associated with cooking and camping.** Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. All water may be contaminated and should be disinfected, filtered or boiled before use.

**Service project risks.** These include the risks associated with activities such as building, digging, lifting, maintenance and repair (including trail work). Projects may involve the use of hand tools or other equipment.

**Other risks** that are generally associated with educational, instructional, adventure and/or recreation activities.

**These and other risks may result in participants:** falling partway or falling to the ground; being struck; colliding with objects or people; experiencing vehicle or boat capsizing, collision or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastrointestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, frostbite, hyperthermia or heat exhaustion/stroke), drowning, dehydration, high altitude sickness, heart or lung complications, broken bones, paralysis, concussions, sunburn or other burns, mental or emotional trauma or other injury, damage, death or loss.

**I (the participant's parent/s) agree:**

- to review all Compass information and materials, complete all required forms, and abide by the terms of those documents and Compass rules and policies;
- Compass staff members are available should I have other questions about these activities and/or the associated risks;
- to disclose to Compass representatives any mental, physical or emotional conditions or limitations which might affect my child's ability to participate, and represent that my child is fully capable of participating without causing harm to him or herself or others;
- during both structured and unstructured activities, all participants share in the responsibility for their own well-being;
- the information provided above is not exhaustive, other unknown or unanticipated activities, risks, and outcomes may exist, and Compass cannot assure participant's safety or eliminate any of these risks.
- **participant is voluntarily participating with knowledge of the risks. Therefore, participant and his or her parent/s assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant and his or her parent/s, resulting from those risks and/or resulting from participant's negligence or other misconduct.**

**RELEASE AND INDEMNITY AGREEMENT**

**Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (the participant's parent/s) for myself and for and on behalf of my participating minor child, agree:**

- 1) **to release and not to sue Compass** with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my child's enrollment or participation in these activities and/or use of any equipment, facilities or premises. **I understand I agree here to waive all claim/s I or my child may have against Compass, and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against Compass as a result of any injury, damage, death or other loss suffered by me or my child;**
- 2) **to defend and indemnify** ('indemnify' meaning protect by reimbursement or payment) **Compass** with respect to any and all claim/s:
  - (a) brought by or on behalf of me, my child or a family member for any injury, damage, death or other loss in any way connected with my child's enrollment or participation in these activities and/or use of any equipment, facilities or premises; and/or,

(b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my child's conduct in the course of participating in these activities and/or using any equipment, facilities or premises.

**This Release and Indemnity Agreement includes claim/s resulting from Compass's negligence (but not its gross negligence, or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/ or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.**

**OTHER PROVISIONS**

I (the participant/s parent/s) agree that Colorado substantive law (without regard to its conflict of laws rules) governs this Document, any dispute I have with Compass and all other aspects of my relationship with Compass and agree that any mediation, suit or other proceeding must be filed or entered into only in Garfield County or Pitkin County, Colorado. I will attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator. Compass reserves the right to dismiss any participant that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or conducts him or herself in a manner detrimental to an activity or program. If participant is dismissed or departs for any reason, participant (and his/her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

**I agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my participating minor child, spouse and other family members and my heirs, executors, representatives, subrogors and estate. One parent of the minor participant, or both parent/s, if available, must sign below.** This Document replaces and supersedes any former Compass Acknowledgment and Assumption of Risks & Release and Indemnity Agreement signed by one or both parent/s of the minor participant.

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Please Print Participant's Name /Date Participant's Birthdate

Parent 1 \_\_\_\_\_ /

Parent 2 \_\_\_\_\_  
Parent or Legal Guardian Signature /Date Print name here /