



RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This document affects your legal rights. Read BOTH PAGES carefully before signing.

1. **ACTIVITY AND ASSOCIATED RISKS:** I (or my minor child) have chosen to participate in the following activity:

Activity: _____ Location: _____ Date: _____

(the "Activity"), which is organized or facilitated by Mile High Squash, DBA Impact360, Inc. ("Impact360"). I understand and acknowledge that:

- the Activity may be **inherently hazardous**, and I may be exposed to dangers and hazards, including, but not limited to the following: falls, crashes, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hypothermia, equipment failures, losing control of or crashing a bike, motorized traffic, collisions with moving or parked vehicles, road and/or mountain bike trail hazards (for example - sewer gratings, gravel and debris), and the negligence of others;
- as a consequence of these risks, I may be **seriously hurt, paralyzed or disabled or may die** from the resulting injuries, and my property may also be damaged;
- hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity; and
- **Impact360 assumes no responsibility for providing medical care** during the Activity, and I will have to pay for any medical care and/or evacuation that I require.

In consideration for permission to participate in the Activity, I agree to all of the promises and terms of this Agreement.

2. **ASSUMPTION OF THE RISKS:** I hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity, including any injury or loss caused by the negligence of Impact360, its employees, officers, directors, contractors, and other Activity participants. I also understand that any equipment that I provide or may borrow from Impact360 or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.
3. **RELEASE OF LIABILITY:** I hereby **release Impact360** and its employees, officers, directors and contractors, the providers of any equipment used in the Activity, the municipal or governmental providers of use permits, and their respective employees, officers, and directors (the "**Released Parties**") **from all liabilities, causes of action, claims and demands, including, but not limited to claims of negligence, strict liability, loss of consortium, emotional distress, and damages, including punitive and consequential damages, that arise in any way from any injury, death, loss or harm** that occurs to me or to any other person or to any property during the Activity or is related in any way to the Activity, including during transportation to or from the Activity. I am permitted to use my own equipment in the Activity. In accordance with this Section 3, I hereby release Impact360 from any damages, injury, loss or harm arising from the use of my equipment. This release does not extend to claims or liabilities that Colorado law does not permit to be excluded by agreement.
4. **INDEMNIFICATION, HOLD HARMLESS AND DEFENSE:** I promise to **indemnify, hold harmless and defend** the Released Parties against any and all claims to this Agreement applies, including claims for negligence. I also promise to **indemnify, hold harmless and defend** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. I will **reimburse the Released Parties** for any damages, reasonable settlements and defense costs, including attorneys' fees, which they may incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.
5. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity, including **wearing a bicycle helmet** whenever I am riding.
6. **INDEPENDENT CONTRACTORS:** I acknowledge that Impact360 has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.
7. **USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to Impact360 and its assigns a

license and permission to use, copyright or publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

8. **INSURANCE.** I understand that, except as otherwise agreed to by Impact360 in writing, Impact360 does not maintain health, medical or disability insurance coverage for any participants in the Activity. Each participant is required to obtain his or her own medical or health insurance coverage.
9. **SEVERABILITY:** I agree that this Agreement is intended to be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Colorado law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this agreement.
10. **APPLICABLE LAW, FORUM & ATTORNEYS' FEES:** This Agreement is governed by and shall be construed in accordance with the laws of the State of Colorado, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in a state or federal court located in Denver, Colorado, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorneys' fees and costs of the parties seeking to uphold this Agreement.

I have read this Agreement in full and understand the legal consequences of its terms. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

Participant Name (**PRINT**) : _____ Date of birth: _____

Participant Signature (if 18 years or over): _____ Date: _____

If participant is a MINOR, signature of parent or guardian is required below:

I hereby certify that I have read and understand the provisions of this Agreement. I am the parent or guardian of the Minor named above (the "Minor") and sign this Agreement in such capacity. On behalf of Minor, I accept the terms of this Agreement and grant permission for Minor's participation, **as permitted by C.R.S. § 13-22-107.**

Parent/Guardian Name (**PRINT**): _____ Relationship: _____

Parent/Guardian Signature: _____ Date: _____

Impact360 Medical Disclosure

Participant and/or Guardian hereby certify that Participant does not have any injuries, disabilities, or physical limitations that would impair Participant's ability to participate in Impact360 Activities.

Participant and/or Guardian have listed below any previous injuries, disabilities, or physical limitations that would restrict Participant's involvement in Impact360 Activities. Participant and/or Guardian have also notified a staff person of these injuries, disabilities, or physical limitations.

Please list and explain:

Participant Signature (if 18 years or over): _____

Parent/Guardian Signature: _____

EMERGENCY CONTACT: _____

Phone: _____ **Relationship:** _____