

Fort Lewis College
Waiver, Release, Assumption of Risk, and Indemnification Agreement (the "Agreement")
READ THIS DOCUMENT COMPLETELY BEFORE SIGNING

Student/Participant Name: _____ Age: _____

Address: _____

Activity/Course: 2023 Light up the Night Glow Run Term/Year: Spring 2023

In consideration of the State of Colorado, acting by and through the Board of Trustees of Fort Lewis College, granting me permission to participate in the above-referenced course and/or activity (the "Activity"), for myself, my heirs and assigns, I hereby acknowledge, recognize and assume the risks involved in the Activity and any risks inherent in any related activities to which I may voluntarily participate. I expressly assume the risk of and accept full responsibility for any and all injuries, including serious bodily injury and death, property damage, and accidents which may occur as a result of my participation in the Activity.

For myself, my heirs and assigns, I hereby waive and release the State of Colorado, acting by and through the Board of Trustees of Fort Lewis College, its officers, employees, agents, and representatives (the "Released Parties") from all claims, liabilities, causes of action, and damages that in any way arise out of or are connected with my participation in the Activity.

For myself, my heirs and assigns, I hereby agree to indemnify, defend and hold harmless the Released Parties from any and all claims, liabilities, causes of action, damages, costs, including attorneys' fees, that may be incurred as a result of my participation in the Activity.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during my participation in the Activity. I understand that I am solely responsible for any costs arising out of any bodily injury or property damage sustained through my participation in the Activity.

To the best of my knowledge, I am not aware of any physical disability, medical condition or health related reason that would preclude or restrict my participation in the Activity. While participating in the Activity, I agree to follow all applicable College policies and procedures, including the Student Code of Conduct.

Nothing in this Agreement shall be construed to waive or limit, or otherwise modify the governmental immunity of the Released Parties under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "Act"). Any claims for injuries to persons or property arising out of negligence of the Released Parties is subject to the Act, as now or hereafter amended.

This Agreement shall be governed in accordance with the laws of the State of Colorado. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing.

THIS IS A WAIVER AND RELEASE OF LIABILITY. IF STUDENT/PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED. I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT.

Signature of Student/Participant Date

Signature of Parent Date
(if student/participant is under 18 years of age)