

**Colorado School of Mines
Travel
Waiver and Release of Liability**

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian, if Releasor is under 18 years of age).

I fully recognize that there are dangers and risks to which I may be exposed by participating in the activity described on Exhibit A which is attached to and incorporated in this Release (the "Activity").

These risks may include, but are not limited to, personal injury or death, and property damage or loss as a result of traveling to and from and within the United States, [ADD FOR INTERNATIONAL TRAVEL: one or more foreign countries; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; local medical, sanitation and weather conditions].

I understand that Colorado School of Mines ("CSM") does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and the requirement that I sign this Waiver and Release of Liability. [ADD FOR INTERNATIONAL TRAVEL: I have read the United States Department of State (www.state.gov) consular information about the countries of travel and the Center for Disease Control Travelers' Health recommendations (<http://www.cdc.gov/travel>) for any applicable immunization or health risks and incorporated this information into my decision to participate in the Activity.]

I affirm that I have consulted with a medical doctor with regard to my personal medical needs and that there are no health-related issues which preclude or restrict my participation in the Activity. I affirm that I have adequate medical or health insurance to cover any medical assistance I may require.

With informed consent, and in consideration of permission to participate in the program and assistance provided by CSM, I agree to assume all of the risks and responsibilities in any way arising from or associated with the Activity, and I release CSM, the Colorado School of Mines Board of Trustees, the State of Colorado, the State of Colorado Risk Management, and all current and former employees, officials, representatives, agents and volunteers of each of those entities (collectively "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, occurring after the date of this Release, whether known or unknown, contingent or fixed, at law or in equity (collectively "Liabilities"), that I may suffer

at any time arising from or in connection with the Activity, including but not limited to any injury or harm to me, my death, or damage to my property.

I further agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities incurred by any other person as a result of my actions or omissions in connection with the Activity, including but not limited to any injury or harm to another, another's death or injury to another's property.

I agree that this Release shall be governed for all purposes by Colorado law. Notwithstanding anything herein to the contrary, I understand that all terms and conditions of this Release shall be construed or interpreted as consistent with, and not a as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the "Colorado Governmental Immunity Act", Section 24-10-101, *et seq.*, CRS, as now or hereafter amended and that any claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is subject to the provisions of Section 24-10-101, *et seq.*, CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, *et seq.*, CRS, as now or hereafter amended.

I agree that should any provision of this Release be found to be unenforceable, that all remaining provisions of the Release will remain in force and effect.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

Releasor's Signature

Date

Releasor's Name (Printed)

Parent/Guardian Signature,
if Signatory is under 18 years of age

Date

Parent/Guardian Name (Printed)