RELEASE FROM RESPONSIBILITY, ASSUMPTION OF RISK AND WAIVER

In consideration of my being permitted by Fort Lewis College to participate in the following activities:
____________________________________________________________________

_______________________

at the following
location(s) ____________________________ on ____________________________, I,
______________________________________, a student at ______________________, exercising my own free choice to participate voluntarily in the above-named activities, and promising to take due care during such participation, hereby release and discharge, defend, indemnify, save and hold harmless the State of Colorado acting through the Board of Trustees of Fort Lewis College, and their officers, agents, employees, and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against all claims, damages, expenses, liability and court awards including costs, and attorneys' fees and related costs, demands, and causes of action whatsoever, either in law or in equity, relating to injury, disability, death or other harm, to person or property or both, arising from my participation in and/or presence at the above-listed activities.

Notwithstanding anything contained herein to the contrary, I understand that all terms and conditions of this Release shall be construed or interpreted as consistent with, and not 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 acknowledge that I am aware of any hazards and risks which may be associated with my participation in the above-named activities. I understand, accept, and assume those hazards and risks, and waive all claims against the State of Colorado acting through the Board of Trustees of Fort Lewis, and other persons as set forth above. I understand that I am solely responsible for any costs arising out of any bodily injury or property damage sustained through my participation in normal or unusual acts or conduct associated with the above-named activities.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Release, Assumption of Risk and Waiver.

Read and executed this ______ day of ______________________, 201__.

Signature of person whose printed name appears above.

Signature ____________________________________________

Witness ____________________________________________

If student is under the age of 18, his or her parent or legal guardian must also sign.