

ASSUMPTION OF RISK, RELEASE, WAIVER, HOLD HARMLESS AND INDEMNIFICATION

The undersigned Participant is or is not a minor (under 18). If the Participant is a minor all the Participant's parent(s) or guardian(s) must also agree to and sign this ASSUMPTION OF RISK, RELEASE, WAIVER, HOLD HARMLESS AND INDEMNIFICATION.

PARTICIPANT'S NAME: _____

ACTIVITY: LAUNCHING HANG GLIDERS OR PARAGLIDERS AT THE MT. ZION LAUNCH SITES WITHIN THE COUNTY'S WINDY SADDLE PARK. The terms of the Jefferson County Open Space Special Activity Agreement for the Mt. Zion launch sites apply to this document. The Participant represents that he/she is a member of the Rocky Mountain Hang Gliding and Paragliding Association and the United States Hang Gliding and Paragliding Association.

DATE OF ACTIVITY: _____

In connection with the undersigned's participation in the Activity described above on Jefferson County Open Space property, the Participant may be exposed to hazards and risks, including but not limited to: inclement weather (e.g., strong winds, lightning, rain, and extreme temperatures); above-ground utility lines; use of the property by other individuals; unimproved topographic hazards such as rough trails, cliffs, ravines, caves, trees, loose or falling rocks; poisonous or other dangerous insects, reptiles or plants; wild or uncontrolled animals; fire (including intentionally set fires for biological management); and hazardous roadside and building conditions.

In consideration for the opportunity to participate in the Activity on Jefferson County Open Space property, the undersigned (and, if the Participant is a minor, the Participant's parent(s) or guardian(s)), **to the fullest extent allowed by law, assumes all risks of injury, death, loss, or damage in any way resulting from the Participant's involvement in the Activity. This assumption of risk includes any injury, death, loss, damage, or expense resulting from the negligence of the County or its officers, employees and agents.**

The Participant (and, if the Participant is a minor, the Participant's parent(s) or guardian(s)) also, **to the fullest extent allowed by law, releases, waives, holds harmless and indemnifies the County and its officers, employees and agents, from and against all liability, claims and demands on account of any injury, death, loss, damage, or expense, including costs and attorney's fees, in any way resulting from the Participant's involvement in the Activity. This release, waiver, hold harmless and indemnification includes any injury, death, loss, damage, or expense resulting from the negligence of the County or its officers, employees, and agents.**

This ASSUMPTION OF RISK, RELEASE, WAIVER, HOLD HARMLESS AND INDEMNIFICATION is intended to be as broad and inclusive as permitted by law. If any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Nothing contained herein shall be construed to limit any protections, immunities, or limits on liability provided Jefferson County under the State's constitution or statutes, including, without limitation, the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, Colorado Revised Statutes (2007).

BY SIGNING BELOW, I ACKNOWLEDGE READING, UNDERSTANDING, AND AGREEING TO THIS ASSUMPTION OF RISK, RELEASE, WAIVER, HOLD HARMLESS AND INDEMNIFICATION.

(Signature of Participant) (Date)

USHGPA #

Signature of Parent/Guardian (Date)
if Participant is under 18

Signature of Parent/Guardian (Date)
if Participant is under 18