



## Waiver and Release Agreement

In consideration of my participation in Women's Quest, Inc. ("Women's Quest") retreats and associated events and activities (collectively, "Retreats,") I agree as follows:

**1. Definitions.** "Activities" include all activities at a Retreat and shall include, without limitation, bicycle riding, mountain bike riding, trail running, hiking, high altitude hiking, running or riding, swimming in pools, lakes or oceans, surfing, stand up paddle boarding, rope courses, zip lines, yoga, gyrokinesis, skiing, snow shoeing, horseback riding, excursions, transportation in Released (defined below) or other vehicles, training, classes, instruction, traveling to and from a Retreat and all other activities associated with one or more Retreats. "Risks" shall include, without limitation, vehicular traffic, road and trail conditions, health and environmental conditions (including without limitation disease, infection and animals), weather, equipment failure, driver error, rider error, participant error, food provided, facilities, actions of other people, and the actions, negligence and carelessness of the Released, as defined below. "Released" shall include Women's Quest, it's officers, directors, employees, contractors and agents, volunteers, the owners or operators of any Retreat facilities or equipment provided and the sponsors of Women's Quest or the Retreats.

**2. Certification, Acknowledgements and Assumption of Risk.** I hereby certify that I am physically fit, have trained sufficiently for participation in the Retreat and have not been advised otherwise by a qualified medical person. I hereby assume all risks of participation in the Activities and the Retreat, including without limitation all Risks, whether such risks are caused (a) by the negligence or carelessness of, or (b) from dangerous or defective equipment or property owned or provided in any way by the Released. I acknowledge that the Retreat is an extreme test of my physical and mental limits and carries with it the potential for serious injury, property loss and even death.

**3. Waiver, Release and Agreement Not to Sue.** I, and on behalf of my executors, administrators, heirs, successors and assigns, hereby fully release, waive any claims I or they may have against, discharge and agree not to sue the Released or each of them from any and all liability to me or my executor, administrator, heirs, successors and assigns for any and all damage, injury or death of myself or the participant while at, participating in, while en route to or from a Retreat or while participating in the Retreat or any Activities, whether caused by negligence or carelessness of the Released or otherwise.

**4. Indemnification and Hold Harmless.** I, both on my own behalf and as the parent or legal guardian of a participant of a Retreat, hereby agree to indemnify and hold harmless the Released and each of them from any loss, liability or damage, including reasonable attorney's fees incurred in any suit, demand or legal action arising out of any alleged injury, damage or death resulting from engaging in any Activities or participation in any Retreat, whether such injury damage,

death is alleged to or did result form the negligence or carelessness of any person.

**5. Medical Care.** Although I acknowledge that there is no obligation of any person to provide any participant with medical care during, prior to or after a Retreat, in the event medical treatment is provided to me or my child or legal guardian, I hereby consent to such care. Paragraphs 2 through 4 of this waiver and release shall apply to such medical care and such medical care shall be deemed to be an Activity.

**6. Personal Property.** I acknowledge and agree that I am responsible for my equipment and all personal property during the Retreat and that the Released are not responsible in any way for such property whether it is lost, stolen or damaged.

**7. Disasters.** I acknowledge that events and occurrences can occur beyond the control of Women's Quest or the Released that may impact a Retreat and or me. These events and occurrences include, without limitation, fire, wind, hail, snow, hurricanes, tornados, severe rain, flood, smoke, earthquakes, landslides, acts of war, acts of governments, terrorist acts, and loss of electricity and or other utilities (collectively, "Disasters.") What constitutes a Disaster shall be determined by Women's Quest in its sole discretion. I further acknowledge and agree that Women's Quest and the Released shall not be responsible for any injury, loss, damage or expense associated with a Disaster.

**8. Words and Images.** I understand that during a Retreat I may be photographed, videotaped and or my words may be recorded and I authorize and allow Women's Quest and its sponsors to use such images, words and likenesses for marketing, on websites, in brochures or other writings and any other legitimate purpose.

**9. Interpretation and Governing Law.** This document shall be construed broadly to provide a release and waiver to the maximum extent permitted under Colorado law. If any portion of this document shall be held as invalid it is agreed that the balance shall continue to be in full force and effect. This document shall be governed by the laws of the State of Colorado, except with respect to its provisions on choice of law and venue for any legal action shall be in the state or federal courts of Boulder County or Colorado as applicable.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Parent or Guardian (if Participant is under 18 years old)**