

Creating a Positive Learning Environment at Big City Mountaineers

We ask our students to agree to the following behavior contract. To create continuity with all expedition participants we ask that you agree to the contract as well:

All participants should feel they are safe, both emotionally and physically, when participating on BCM programs. Each participant's behavior, values, opinions, and beliefs can affect the group in a positive or a negative way. If each participant is willing to express themselves while being willing to listen and accept the ideas and opinions of others the experience will be on a path to success.

The following is what you can expect from BCM:

- Freedom from discrimination based on: race, color, gender, religion, creed, sexual orientation, national origin, age, disability, or socio-economic background.
- A supportive learning environment free from physical or verbal harassment.
- Real challenges and meaningful experiences. We will try to inform participants of anticipated activities and risks, but it must be understood that unanticipated situations occur and flexibility in expectations is required.
- Thoughtful, honest, and timely comments concerning performance and abilities.
- Well trained and qualified adults.

BCM expects the following from you:

- Follow BCM's safety policies. Your instructor will do all they can to manage risks on this trip, but you are responsible for your own safety and for not endangering the group.
- Participate fully in the experience—take part in lessons, leadership roles, activities, discussions, conflict resolution, and the building of a safe learning environment for all.
- Respect the values and beliefs of other team members.
- A violation of any of the following rules will result in being expelled from the BCM program.
 - Exclusive and/or sexual relationships
 - Use of illegal substances including prescription medications not administered under your name
 - Use of alcohol, tobacco, or marijuana
 - Physical violence of any kind

Acknowledgement of Risk, Liability, and Publicity Release

RELEASE AND WAIVER OF RIGHTS

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**

1. In consideration of being able to participate in the Big City Mountaineers youth expeditions and related activities and events, I hereby agree to release and hold harmless Big City Mountaineers, Inc., its youth agency partners, and all of their respective affiliated organizations and sponsors and respective insurance carriers, agents, volunteers, representatives, attorneys, assignees, members, managers, officers, directors, contractors, and subcontractors (collectively referred to collectively below as “BCM Released Parties”) for any and all liability and/or claims for injury or death or damage to property arising in any way from my participation in or volunteering for Big City Mountaineers youth expeditions or related activities and events, including but not limited to all wilderness, backpacking, hiking and camping trips; canoeing expeditions; transportation related to such activities; and meetings, celebrations, and parties related to such activities (all of which are referred to collectively below as “participation”).

2. I agree to not sue or bring any claim against the BCM Released Parties on any basis, including but not limited to, claims of negligence, negligence per se, premises liability, wrongful death, or breach of warranty. I understand that this Release includes a release of all claims even if they involve statutory violations or the negligent action or inactions of the BCM Released Parties.

3. I acknowledge my participation involves both known and unknown risks. The known risks include, but are not limited to:

falling; slipping; natural and manmade hazards; contact or impact with others or their items; walking conditions; uneven, loose, and/or slippery surfaces; navigational difficulties; unpredictable terrain; geographic isolation; collisions; falling, rolling or sliding objects (including avalanches); animals; insects; adverse weather conditions including but not limited to heat, cold, lightning, rain, snow, wind and hail; flooding; water crossings; fire; equipment failure; traffic; vehicular accidents; criminal activities; limited access to and/or delay of medical attention; communication difficulties; fatigue; illness; exhaustion; dehydration; heat-related injuries/illnesses; cold-related injuries/illnesses; altitude-related injuries/illnesses; sun-related injuries/illnesses; water- and food-borne illness; frostbite; burns; trauma; emotional distress; injuries from sharp objects; capsizing; drowning; errors in judgment; intentional or accidental injuries caused by other volunteers or participants; and negligence of others.

I understand that the description of risks above is not complete and that my participation may be dangerous and include other risks. I voluntarily assume the risk of injury and/or death.

4. I agree that I will be personally liable for and will pay all reasonable attorneys’ fees and costs incurred by BCM Released Parties in defending any lawsuits or claims covered by this Release related to my participation. I agree that under no circumstances will the BCM Released Parties ever be responsible for any of my attorneys’ fees.

5. I will not participate if I am not medically and physically able to perform the actions required without causing harm to myself or to others, and I acknowledge such actions may include but are not limited to emergency swimming and/or hiking long distances up steep paths with a heavy backpack at high elevation for sustained periods.

6. I understand and acknowledge that I am not required to participate, and that by agreeing to participate, I am voluntarily assuming all risks.

7. I agree to obey and accept the rules of the activities and my participation as published by the BCM Released Parties or otherwise made known to me.

8. If I need medical care, I will pay all costs associated with medical care and related transport, and I release, defend (with counsel chosen by BCM Released Parties), indemnify, and hold harmless BCM Released Parties for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including claims regarding failure to provide medical care and/or transport). I further authorize any providers of medical care associated with my participation to assist me as, in the opinion of such persons, may be necessary or appropriate.

9. I agree to fully indemnify, defend (with counsel chosen by BCM Released Parties) and hold harmless the BCM Released Parties from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.

10. I consent to the uncompensated use of my name, written statements, and image or voice in any print or electronic materials, photographs, video, film, and sound recordings by Big City Mountaineers, as well as its licensees, successors and assigns, for the purpose of production, exhibition, distribution, advertising, publicizing or documenting my participation, Big City Mountaineers, or for any other related purpose, unless I have checked the following box:

11. By signing this, I represent that I am at least 18 years of age, or, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.

12. If I am signing as the parent or legal guardian, I agree that I am signing this on behalf of the minor. I further agree that the minor and I are bound by all the terms of this Release, and the minor and I are considered "I" in all the clauses of this Release.

13. I agree that any and all claims for injury or death against the BCM Released Parties or related to this Release in any way shall be governed by Colorado law, without regard to its conflict of laws rules, and the exclusive jurisdiction of any such claim shall be in Colorado federal court or the district or county courts of Jefferson County, Colorado.

14. The U.S. National Park Service and some other federal land management agencies do not allow service providers such as Big City Mountaineers to be released by their participants from liability for injuries or other losses occurring on certain public lands. I understand my participation in the Big City Mountaineers activity may include travel and activities on these public lands and the BCM Released Parties seek additional protection for such travel and activities. In light of the foregoing, I acknowledge that I have read and I understand the Acknowledgement of Risks agreement, attached, and I confirm its representations and agree to all its provisions as though they were fully set forth again, here. With respect to any injury or loss that occurs on public lands whose rules and regulations explicitly prohibit such release of liability, I agree to be bound by all terms of this Big City Mountaineers – Participant Liability & Publicity Release that are not expressly and specifically prohibited by such rules and regulations.

15. This Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable. I agree that this Release shall be binding upon my assignees, subrogors, heirs, next of kin, executors, and personal representatives.

16. I have read and fully understand the terms of this Release. I confirm that I voluntarily agree to the terms of this Release and to participate in the Big City Mountaineers youth expeditions and related activities and events.

ACKNOWLEDGEMENT OF RISKS

In consideration of the services of Big City Mountaineers, Inc., their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "BCM") I agree as follows:

Although BCM has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, BCM has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. BCM does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

Falling; slipping; natural and manmade hazards; contact or impact with others or their items; cuts from sharp objects; walking conditions; uneven, loose, and/or slippery surfaces; navigational difficulties; unpredictable terrain; geographic isolation; collisions; falling, rolling or sliding objects (including avalanches); animals; insects; adverse weather conditions including but not limited to heat, cold, lightning, rain, snow, wind and hail; flooding; water crossings; fire; equipment failure; traffic; vehicular accidents; criminal activities; limited access to and/or delay of medical attention; communication difficulties; fatigue; illness; exhaustion; dehydration; heat-related injuries/illnesses; cold-related injuries/illnesses; altitude-related injuries/illnesses; sun-related injuries/illnesses; water- and food-borne illness; frostbite; burns; trauma; capsizing; drowning; errors in judgment; intentional or accidental injuries caused by other volunteers or participants; and negligence of others.

I am aware that backpacking, canoeing, camping, hiking, and other BCM-related activities entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of BCM has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated in this acknowledgement of risks and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.