

CSU SPUR
GENERAL WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND RELEASE AGREEMENT

In consideration of my participation in any activity planned, hosted, or sponsored by, or held at CSU Spur campuses, to the extent permitted by law, I (or minor child), _____ (“Participant”) and my successor and assigns, hereby forever release, waive, discharge and covenant not to sue the Board of Governors of the Colorado State University System, Colorado State University, Colorado State University Spur, the State of Colorado, its officers, agents, employees, or volunteers (hereinafter referred to as “Releasees” or “CSU Spur”), from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, however caused, while participating in any activity, or while in, or upon, any premises where an activity is being conducted. I understand and acknowledge there are certain risks and hazards, known and unknown, associated with my, or my child’s participation in such activities and assume full responsibility for such risks and hazards.

I further hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorneys’ fees, that they may incur due to my participation in an activity or while on the CSU Spur premises. It is my express intent that this Agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns, estates, and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above Releasees. I hereby further agree that this Agreement shall be considered in accordance with the laws of the State of Colorado with exclusive jurisdiction and venue in the State District Courts of Denver County, Colorado.

Equine and Animal Related Activities

I am fully aware that there are inherent risks of activities, including, but not limited to the propensity of an animal or other participant to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over an animal or not acting within his or her ability. Additionally, I acknowledge that I have been asked by and have provided information to the host and sponsor of the equine activities regarding my ability to engage safely in equine activities and to determine my ability to manage animals that I may be engaged with and agree that I have no health-related reasons or problems that would preclude or restrict participation in this activity. I hereby elect to voluntarily participate in equine or other animal related activities, and to enter the premises at CSU Spur and engage in such activity, knowing that the activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of me being engaged in such activity, however caused.

I understand and agree that the Colorado Governmental Immunity Act limits the tort liability of public entities and employees acting in the course of authorized governmental undertakings. I understand that CSU Spur, through the state’s self- insurance statute, provides very limited and very restricted insurance coverage. I understand that such self-insurance may not at all provide coverage to me for any injury, loss or damage suffered while participating in an activity. I understand and agree that the Releasees have permission to authorize emergency medical treatment for me if I am injured and appear to be unable to arrange for and authorize such treatment myself. Furthermore, the Releasees assume no responsibility for any loss, damage, injury or death that might arise out of or in connection with such authorized emergency medical treatment. Moreover, I agree that I have adequate health insurance necessary to provide for and pay any medical costs that may be incurred as result of injury.

INSURANCE INFORMATION FOR CSU STUDENTS: I am aware that as a student of Colorado State University, I can purchase accident insurance, either through Colorado State University (if available) or through another insurance carrier or agent, and (check one) have ☐, have not ☐ exercised my right to do so.

WARNING:
UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE
FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE
ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE
ACTIVITIES, PURSUANT TO
SECTION 13-21-119, COLORADO REVISED STATUTES

Food or Kitchen Related Activities

As valid consideration for by me and/or my minor child's participation in activities and classes offered at CSU Spur, including, without limitation access to and use of the supplies, ingredients, equipment, preparing and/or consuming food as part of an activity, I agree and understand that an activity may involve risks of injury and illness including but not limited to cuts, falls, burns, allergic reactions and other risks associated with preparing and/or consuming food. I am fully aware of the risks and on behalf of myself and/or my minor child and I and/or my minor child assume the risks and hazards incident to such participation. I understand that common food allergens may be present, and it is my, or my minor child's, responsibility to inquire as to whether any of these will be present and make the decision as to whether I and/or my minor child will participate in an activity. CSU Spur assumes no duty to me or my minor child regarding our medical ability to participate in any activity. I understand there may also be other risks not known or reasonably foreseen at this time. I agree to assume the full risk of any injuries or associated damages or loss to my person or property which I and/or my minor child may sustain in participating in the activity. I agree that I and/or my minor child will not utilize any equipment on the Premises unless I and/or my minor child have been explained the proper use of the equipment. Further, I will instruct my minor child of such equipment prohibition until proper use of the equipment has been explained and understood. I understand that such equipment must be operated in strict accordance with instructions. In the event of any emergency, I authorize CSU Spur personnel to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for me or my minor child's immediate care and agree that I will be responsible for the payment of any and all medical services rendered.

River Activities and River Adjacent Activities

I acknowledge that participation in river activities and river adjacent activities, including but not limited to activities of fishing, walking, birding, physical data collection, and other sporting activities in or near the South Platt River or other rivers, involve known and unknown hazards and risks and expressly assume all such known and unknown hazards and risks. I acknowledge that participation in the river and river adjacent activities may involve the requirement to wear personal protective equipment (face masks, safety equipment, etc.). I acknowledge that participation in river and river adjacent activities may require practicing safe social distancing based on the location and type of activity, which may be a result of city ordinances, state regulations, executive orders, or legislation in response to the COVID-19 outbreak or other pandemic/epidemic. I acknowledge and understand that this release discharges and releases CSU Spur from any and all liability of claims, including but not limited to any liability or claim made by me or anyone else with respect to bodily injury, personal injury, illness, death, property damage, or economic damage of any kind that may result from my participation in river or river adjacent activities, whether caused by me or a third party, and understand that I will be solely responsible for any costs arising out of any injury or property damaged sustained that arises out of or is in connection with my participation in such river and river adjacent activities.

Media Release

I authorize CSU Spur, acting through its agents, employees, or representatives, to take photographs, video recordings, and/or audio recordings of me and/or my minor child, including my/minor child's name, my/minor child's image, my/minor child's likeness, my/minor child's performance, and/or my/minor child's voice ("Recordings"). I also grant CSU Spur an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world.

I agree that the Recordings may be used by CSU Spur, including its assigns and transferees, for any purpose, including but not limited to, marketing, advertising, publicity, or other promotional purposes. I agree that CSU Spur will have final editorial authority over the use of the Recordings, and I waive any right to inspect or approve of any future use of the Recordings. I acknowledge that I am not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. I release and fully discharge CSU Spur, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to my participation in the Recordings or CSU Spur's future use of the Recordings.

To the extent the Recordings contain personally identifiable information from my education records as defined by the Family Education Rights and Privacy Act (FERPA), I hereby consent to the disclosure of such information for the purposes stated above to any individuals determined by CSU Spur to be necessary and appropriate to effectuate said purposes.

Acknowledgement

IN SIGNING THIS AGREEMENT, I acknowledge and represent that I have read and understand this Agreement, and sign hereunder voluntarily under my own free will; that no oral representation, statements, or inducements, apart from the foregoing written Agreement, have been made; that I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I hereby agree to the terms and conditions of this Agreement, effective upon my signature below.

Participant/Parent or legal guardian for minor child Participant

Date

Emergency Contact

Minor child(ren) name(s): _____

Emergency contact name: _____

Relationship to minor child: _____

Phone number: _____

Email: _____

Secondary emergency contact name: _____

Relationship to minor child: _____

Phone number: _____

Email: _____