

# Mattersville Release and Voluntary Assumption of the Risk Form

**This Release and Voluntary Assumption of the Risk Form (this “Release”) must be signed by the Participant and, if Participant is a legal minor, then a custodial parent(s) must sign this form. Keep a copy for your records.**

Participant Name: \_\_\_\_\_, age \_\_\_\_\_ (“Participant”).

I/my child/my ward desires to participate in certain programming (collectively, “Activities”), including without limitation, a class, physical interaction with animals, walking tour of the Premises (as defined below), volunteer and other activities sponsored by and/or coordinated by Mattersville, a 501(c)(3) not-for-profit organization (“Mattersville”) owned and operated by Mr. Drew Robertson (the “Operator”), located at that certain real property owned by Rion Berquist and Sarah Berquist (together, the “Premises Owners”) and commonly known as 11874 CO 67, Sedalia, Colorado, its surrounding grounds, outreach activities, and designated operating sites (collectively, the “Premises”).

1. Assumption of Risk. Participant and, if applicable, the parents or legal guardian(s) of Participant (“Parents”) expressly assume all risks (including, without limitation, injury to or death of Participant) associated with the Activities and acknowledge that they have been made aware that:
  - a. The nature of the Activities, including but not limited to, the equipment used and the location where the activity is conducted is inherently uncertain;
  - b. The unpredictability of a dog or animal reaction to sound, movement or unfamiliar things, has the potential to create unforeseen hazards;
  - c. The Premises contains various uneven surfaces and potentially dangerous terrain, (even when using proper footwear);
  - d. Malfunctions with the animal enclosures, leashes, collars, and other restraint devices used on the dogs may occur;
  - e. Physical contact with dogs may result in various unintended responses by the dogs, including but not limited to jumping, scratching, and biting;
  - f. Cornering dogs within an enclosure or open space may result in a dog to become defensive; and
  - g. Despite Mattersville and the Staff’s best efforts, there exists the potential that a Participant’s or another participant’s own negligence (such as failing to obey the Rules (as defined below) or instructions of the Staff (as defined below)) may create a hazard.
2. Release from Liability. IN CONSIDERATION FOR ALLOWING PARTICIPANT TO VISIT THE PREMISES AND PARTICIPATE IN THE ACTIVITIES, PARTICIPANT AND PARENTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO HOLD HARMLESS, RELEASE, INDEMNIFY, DEFEND AND NOT TO SUE MATTERSVILLE, THE LAND OWNERS OR THE OPERATOR (COLLECTIVELY THE “RELEASED PARTIES”) FOR ANY PROPERTY DAMAGE, INJURY OR LOSS TO PARTICIPANT, INCLUDING DEATH, WHICH PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT’S VISIT TO THE PREMISES AND PARTICIPATION IN THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTIES’ ALLEGED OR ACTUAL NEGLIGENCE, MISCONDUCT OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY.
3. Use of Participant’s Likeness. Participant and Parents hereby grant to Mattersville, its affiliates, sponsors, agents, donors and appointed representatives and their respective successors and assigns, licensees, and legal representatives the irrevocable right to use, re-use, publish, republish, broadcast, disseminate, and publicly display Participant’s name, picture, portrait, photograph, image, and voice (individually and collectively, the “Likeness”) as the same is embodied in any pictures, photographs, digital images, video recordings, audiotapes, film and the like, that are taken during Participant’s visit to Mattersville or otherwise provided by Participant or Parents (the “Images”), to promote Mattersville and its services, in all forms and media, including the internet, in all manners, without restriction as to changes or alterations, or reproductions thereof. Participant and Parents hereby waive any right to inspect or approve any promotional materials, including written copy, which may be created in connection therewith. Participant and Parents understand that Mattersville is not obligated to make any use of the rights Participant has granted to it. Participant and Parents hereby release and discharge Mattersville from any and all claims whatsoever in connection with the use of the Likeness as embodied in the Images, or any materials containing the Likeness, including, without limitation, any and all monetary obligations or payments for use of the Likeness or any materials containing the Likeness.

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4. Participant Health and Safety.
  - a. Fitness to Participate. Participant and Parents represent and warrant that they have read the literature provided to Participant and Parents in connection with Participant's visit to Mattersville, Participant and Parents understand the scope of Mattersville programs and activities and, to Participant and Parents' knowledge, there is no fact, condition or circumstance that would make Participant's participation in any part of their visit to Mattersville hazardous, unwise, unwarranted or a potential source of danger to Participant or others.
  - b. Medical Attention During Visit. Participant and Parents authorize and direct the Staff to exercise their judgment in seeking and obtaining medical aid and/or hospital care in the event of an illness, accident or injury to Participant while visiting Premises. In the event of an emergency, as reasonably determined by Staff, Participant and Parents authorize Staff to provide to or obtain for Participant any medical treatment Staff deems appropriate from medical personnel. Notwithstanding anything herein to the contrary, any medical treatment provided to Participant while Participant is participating in Mattersville shall be at Parent's sole cost.
5. Participant's Compliance with Mattersville Rules and Regulations. Participant and Parents acknowledge that Participant shall be required to abide, at all times, by the rules and regulations of Mattersville and Mattersville leaders and staff (the "Staff"), as the same may be updated or changed from time to time by the Staff in the Staff's sole discretion (the "Rules"). Specifically, the Rules include, but are not limited to, the following prohibited activities which Participant shall not participate in during their visit to the Premises: use of any tobacco product, drinking alcohol, use of marijuana or any other drugs (except prescription medications previously disclosed to the Staff). Furthermore, Participant and Parents acknowledge that Staff, in their sole discretion, reserves the right to dismiss Participant from Mattersville and cause Participant to immediately leave the Premises if Participant's acts or conduct are deemed detrimental or incompatible with the safety, interest, harmony, comfort, or welfare of Mattersville, the dogs or other participants.
6. Governing Law. Participant and Parents acknowledge and agree that claims arising from or in connection with Participant's visit to Premises shall be governed by Colorado law and exclusive jurisdiction of any claim shall be in the District Court for the County of Douglas or in the Federal Court for the State of Colorado.
7. Partial Invalidity. This release shall be binding to the fullest extent permitted by law. In the event that any provision of this release is found to be unenforceable, the remaining terms shall be enforceable to the fullest extent permitted by law.
8. I HAVE READ THIS RELEASE, AGREE TO ITS TERMS, UNDERSTAND ITS MEANING AND SIGNIFICANCE, AFFIRM THAT I HAVE NOT RELIED UPON ANY STATEMENT OR REPRESENTATION NOT INCLUDED IN THIS WAIVER AND RELEASE, AND VOLUNTARILY ASSUME THE RISK OF, AND CONSENT TO PARTICIPATE IN, ACTIVITIES AT PREMISES.

**PARTICIPANT:**

Signature of Participant: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

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

# Mattersville Release and Voluntary Assumption of the Risk Form

THIS PORTION MUST BE SIGNED BY THE PARENTS, GUARDIAN OR LEGAL REPRESENTATIVE IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

Parent Acknowledgment. PARENTS ACKNOWLEDGES THAT PARENTS ARE ALSO SIGNING THIS RELEASE ON BEHALF OF THE PARTICIPANT, A MINOR, THAT PARENTS ARE WAIVING CERTAIN RIGHTS ON BEHALF OF THE PARTICIPANT THAT PARTICIPANT OTHERWISE MAY HAVE AND THAT PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. PARENTS VOLUNTARILY GRANTS PERMISSION FOR PARTICIPANT TO TAKE PART IN ALL ACTIVITIES AND ACKNOWLEDGE THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO VISIT THE PREMISES.

**I CERTIFY THAT I AM THE PARENT, GUARDIAN OR LEGAL REPRESENTATIVE OF THE MINOR(S) LISTED BELOW, I AM AT LEAST 18 YEARS OF AGE, AND I HAVE THE LEGAL RIGHT TO ENTER INTO CONTRACTS ON BEHALF OF THE MINOR. I HAVE READ THIS RELEASE AND FULLY UNDERSTAND IT. I KNOW THAT THIS IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR CLAIMS RELATING TO PARTICIPATION IN ACTIVITIES AT THE PREMISES BY THE MINOR. I CONSENT TO THE FOREGOING, INCLUDING THE EXECUTION OF THIS AGREEMENT BY THE MINOR IDENTIFIED ABOVE.**

**PARENTS:**

Signature of Parent or Guardian: \_\_\_\_\_

Printed Name of Parent or Guardian: \_\_\_\_\_

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

Signature of Parent or Guardian: \_\_\_\_\_

Printed Name of Parent or Guardian: \_\_\_\_\_

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