



a limited liability company

[www.StepOutdoorsAdventures.com](http://www.StepOutdoorsAdventures.com)

**~ Participant Agreement ~**  
**Including Assumption of Risks and Agreements of Release and Indemnity**

Updated November 13, 2020

Please read this document carefully. It must be signed by all participants. "Participants" includes adult and minor participants, unless indicated otherwise. If the participant is a minor (under 18 years of age) at least one parent or guardian (referred to below as "Parent") must also sign. Signature by parent is an acknowledgment and agreement on behalf of a minor child.

**Activities and Risk**

I understand that Step Outdoors, LLC offerings live, camp and travel out of doors. Activities include, among others, hiking and backpacking through mountainous and other terrain. I further understand and acknowledge that the activities of the courses have risks, including certain risks which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment, accidental injury, illness, or, in extreme cases, permanent trauma, disability or death. The following describes some, but not all, of the inherent risks of Step Outdoors, LLC activities:

- Step Outdoors, LLC activities may be strenuous, physically and emotionally.
- Step Outdoors, LLC hikes and courses usually occur in remote places. They occur on lands open to the public and exposed to the acts of persons not associated with Step Outdoors, LLC. The remote locations may be many days from medical facilities. Communication and transportation are difficult and evacuations and medical care may be significantly delayed.
- Equipment may fail or malfunction.
- Meals are prepared over gas stoves and open fires. Participants with food allergies or sensitivities may encounter offending food types.
- Water may contain a water borne illness – all water requires disinfection before use.
- Hiking and backpacking risks include burns and cuts, sprains, strains and other injuries from slips, falls and lifting, and illnesses including diarrhea and flu-like illness.
- Travel is by vehicle, snowshoes, cross country skis, on foot and by other means, over improved and unimproved roads, rugged trails and off-trail terrain, including boulder fields, downed timber, rivers, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Travel risks include collision, falling, drowning, becoming lost, and other risks usually associated with such travel, including environmental risks.
- Environmental risks and hazards include flowing, deep and/or cold water; insects, snakes, predators, and large animals; falling and rolling rock; lightning, avalanches, flash floods, falling

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timber and forces of nature, including weather which may change to extreme conditions. Possible injuries and illnesses include hypothermia, frostbite, immersion foot, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.

- Decisions made by the Trip Leader, other staff (including volunteers), contractors and participants will be based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- Step Outdoors, LLC participants, including minors, may have "free" time before, during and after their course. Step Outdoors, LLC has no responsibility for participants during their free time before and after their course. Step Outdoors, LLC may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals, and Step Outdoors, LLC is not responsible for their conduct. During the course Step Outdoors, LLC cannot continually monitor the behavior and activities of participants and participants must accept responsibility for themselves and others whether under direct supervision of the Step Outdoors, LLC staff or not.
- Step Outdoors, LLC activities are instructional in nature and participants will be challenged to expand their skills and judgment.
- Step Outdoors, LLC may from time to time use the services of private contractors for certain tasks, including, for example, transportation. Step Outdoors, LLC is not responsible for the acts or omissions of such contractors.

I have read and understand the general information about Step Outdoors, LLC and its courses on the Step Outdoors, LLC website. This information includes the registration packet and other material provided by Step Outdoors, LLC describing or related to my course program. The Trip Leader of Step Outdoors, LLC has been available to more fully explain the nature and physical demands of the activities in which I will be engaged, and certain inherent and other risks of my Step Outdoors, LLC activity.

### **Acknowledgment and Assumption of Inherent and Other Risks**

I understand and acknowledge that the description above ("Activities and Risks") of the inherent risks of Step Outdoors, LLC activities is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in property loss, injury, illness or death. I acknowledge that my participation in this Step Outdoors, LLC offering is purely voluntary, and I wish to participate despite the knowledge of the inherent and other risks involved. **I acknowledge and assume the inherent risks described above and all other inherent risks of my Step Outdoors, LLC activity. In addition, except with respect to an injury or other loss which occurs on lands whose rules or regulations prohibit my doing so as a matter of law, I expressly assume ALL risks of enrolling and participating in a Step Outdoors, LLC program, inherent or otherwise, and whether or not described above.**

### **Agreements of Release and Indemnity**

If I am an adult participant, or the parent of a minor participant, I agree, for myself and on behalf of the minor participant for whom I sign, as follows:

**I hereby release, hold harmless and agree not to sue Step Outdoors, LLC, its officers, trustees, agents, and staff including employees, volunteers and interns ("Released Parties"), with respect to any and all claims of loss or damage to person or property by reason of injury, disability, death, or otherwise, suffered by me or by a minor participant for whom I sign, arising in whole or part from my, or the minor participant's, enrollment or participation in an activity of Step Outdoors, LLC. I agree further to**

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**indemnify (“indemnify” meaning to defend, and to pay or reimburse, including costs and attorney’s fees) Released Parties** against any claim by a member of my, or the minor participant’s, family, a rescuer, another participant, or any other person, arising in whole or part from an injury or other loss suffered by me or caused by me, or by the minor participant, in connection with my, or the minor participant’s, enrollment or participation in an activity of Step Outdoors, LLC. **These agreements of Release and Indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct. They are intended to be enforced to the fullest extent permitted by laws. These agreements of Release and Indemnity are of no force or effect with respect to an injury or other loss which occurs on lands whose rules or regulation prohibit such agreements as a matter of law.**

### **Other Provisions**

If I am an adult participant, or the parent of a minor participant, I further agree, for myself and on behalf of the minor participant for whom I sign, as follows:

I have verified with my or the minor participant’s physician and other medical professionals, or otherwise satisfied Step Outdoors, LLC, that I, or the minor participant, have no past or current physical or psychological condition that might affect my, or the minor’s, participation in the program, other than as described on the health form submitted to Step Outdoors, LLC. I am, or the minor is, able to participate without causing harm to myself, or to himself or herself, or to others. The medical information given to Step Outdoors, LLC is accurate, and all pertinent medical conditions have been disclosed. Prior to the commencement of the course, Step Outdoors, LLC will be informed of any medical condition that has not been previously disclosed. I understand that Step Outdoors, LLC admission of me or the minor participant to the course is not intended as a representation that Step Outdoors, LLC staff will be able to manage successfully a medical event or emergency related to a disclosed, or undisclosed, medical condition. The responsibility for determining a participant’s suitability for a course is not Step Outdoors, LLC but, rather, the participant’s, guided by family and her or his physician. Step Outdoors, LLC reserves the right to refuse admission or remove a participant from a course for any reason it deems in the best interests of the participant or company.

Step Outdoors, LLC is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me, or for the minor participant. I understand that situations may arise in which third-party medical care is not available and which require Step Outdoors, LLC staff to provide first aid and possibly more advanced procedures, employing wilderness first responder training. Any third-party medical care provider is authorized to exchange pertinent medical information with Step Outdoors, LLC. Costs reasonably associated with medical services, including evacuation, shall be borne by me.

I grant permission to Step Outdoors, LLC, and its agents or employees, to use photographs taken of me for any purpose (except pornographic, defamatory, libelous or otherwise unlawful) which may include, among others, advertising, promotion, marketing and packaging for any product or service in its business publications, including but not limited to printed and electronic formats, without notifying me.

I hereby agree to release, defend, and hold harmless Step Outdoors, LLC, and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper, via electronic media, or on websites, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alternation, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

I agree to be responsible for any damage I, or the minor participant, may cause to Step Outdoors, LLC facilities or gear. Step Outdoors, LLC is not responsible for loss, theft or damage to a participant's personal belongings stored at the Step Outdoors, LLC facility.

Any dispute between me, or the minor participant, and Step Outdoors, LLC will be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Colorado, and any mediation or suit shall occur or be filed only in the State of Colorado.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

THE PARTICIPANT AND THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT HAVE READ THIS PAGE AND THE PREVIOUS THREE PAGES OF THIS DOCUMENT AND UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS, WHICH SHALL BE BINDING UPON THEM, THEIR HEIRS, ESTATE, EXECUTORS AND ADMINISTRATORS. THE AGREEMENT MAY BE MODIFIED ONLY IN WRITING.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Adventure Dates

**At least one parent (or guardian) must sign below if the participant is a minor.**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Adventure Dates