

# **PONDEROSA**

## **RETREAT & CONFERENCE CENTER**

### **RECREATIONAL ACTIVITY RELEASE AND WAIVER FORM**

*THIS FORM **MUST** BE COMPLETED BY **EVERY GUEST** (DAY OR OVERNIGHT) PARTICIPATING IN ANY RECREATIONAL ACTIVITY. THIS INCLUDES **EVERY** ADULT, CHILD, OR YOUTH. FORMS **MUST** BE SUBMITTED TO THE PONDEROSA GUEST RELATIONS OFFICE **UPON ARRIVAL** TO PARTICIPATE. DUE TO CAMP POLICIES, THERE WILL BE **NO EXCEPTIONS**.*

**Group Name:** \_\_\_\_\_

**Participant's Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Business Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Insurance Company:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Group Number:** \_\_\_\_\_ **Policy Number:** \_\_\_\_\_

**EVERY PARTICIPANT MUST SIGN BELOW:**  
*(Parents must sign for minors under 18 years of age.)*

1. Ponderosa is in a wooded area. Animals do live here in their natural habitat. Do not feed or provoke the animals. Proper shoes and clothing should be worn to prevent injury while hiking the trails and participating in activities. The roads and paths are dirt with some gravel. Parking is limited. We have limited lighting at night. There are multiple groups on camp simultaneously.

2. I hereby release, waive, indemnify, hold harmless, and forever discharge Ponderosa Retreat and Conference Center and the Colorado Baptist General Convention, Ponderosa's management committee, their agents, employees, officers, directors, affiliates, successors, assigns, representatives, volunteers, attorneys, and insurance companies of and from any and all claims, demands, debts, contracts, subrogation interests, liens, expenses, causes of action, liabilities, lawsuits, and damages of every kind and nature whether known or unknown, in law or equity, that I have ever had, or may have arising from or in any way related to my participation in any activities and/or use of the Ponderosa Retreat and Conference Center and its facilities and equipment. This Release and Waiver Form specifically includes the immunity from liability statutorily provided for volunteers and volunteers assisting organizations and activities for young persons in C.R.S. §§ 13-21-115.5 and 13-21-116.

3. I understand that some of the activities that I may participate in at the Ponderosa Retreat and Conference Center may be inherently dangerous and may cause serious injuries, including bodily injury, damage to personal property, and/or death sustained by me. On behalf of myself and my heirs, I waive all claims for damages, injuries, and/or death sustained by me or to my property that I may have against all of the aforementioned released parties and entities with respect to any such activities at the Ponderosa Retreat and Conference Center. Due to the potentially dangerous nature of these activities, safety equipment is mandatory and must be worn at all times.

4. My participation in any program or activity at the Ponderosa Retreat and Conference Center is completely voluntarily. Therefore, I assume all risks associated with the Ponderosa Retreat and Conference Center, both foreseeable and unforeseeable, including in particular, but not limited to, the natural surroundings of Ponderosa, all activities engaged in, and equipment used while at the Ponderosa Retreat and Conference Center. I hereby take full responsibility for any

**Ponderosa Release and Waiver Form**

**Page 2**

injuries, damages, or death which may occur at the Ponderosa Retreat and Conference Center, including, but not limited to, any failures to wear mandatory safety equipment.

5. As I wish to be accepted for participation in Ponderosa's Challenge Course, Paintball Field, Skate Park, Inflatable Activities, and/or Tubing Hill and in consideration for allowing me to participate in these programs, I acknowledge that certain risks, injuries, and dangers may occur while participating in these activities. These include, but are not limited to, the hazards of depending on other people, being at various heights (ground to 40'), accidents or illnesses in remote places with limited medical facilities, the forces of nature, marks and bruises on one's person from paintball, and failures to wear mandatory safety equipment. I further recognize that other risks may occur, including accidents, injuries, and emotional distress resulting from these activities. I understand that I will be exposed to the elements of nature. I also understand that, in the event of a medical emergency, medical treatment and/or hospital facilities may be up to an hour away.

6. For minors under age eighteen (18), by signing hereunder, the parents, guardians, and/or legal representatives of the minors hereby execute this Release and Waiver Form on the behalf of the named minor, and hereby agree to all terms and conditions of this Release and Waiver Form, including in particular paragraph 2 of this Release and Waiver Form, as permitted C.R.S. § 13-22-107.

7. Ponderosa Retreat and Conference Center is not responsible for lost or stolen items. Any item found will be kept for no more than two weeks. Ponderosa cannot be responsible for returning items.

8. I hereby give my permission for the Ponderosa Retreat and Conference Center to obtain medical treatment for me as necessary, and/or my minor child as necessary.

9. I have read, understand, and fully agree to the terms of this Release and Waiver Form. I understand and confirm that by signing this Release and Waiver Form, I have given up considerable present and future legal rights. I have signed this Release and Waiver Form freely, voluntarily, under no duress, without inducement, promise, and/or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional Release and Waiver Form of all liabilities to the full extent of the law.

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

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

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

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

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
(OFFICE USE ONLY) Date of Receipt / Signature