



Train Your Brain Camp

Acknowledgment and Assumption of Risks & Release and Indemnity Agreement

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter the “Document”) carefully before signing. A parent or legal guardian (hereafter collectively “parent”) must sign if the participant is under 18 years of age (hereafter “minor” or “child”). I understand that in the online registration process, my agreement to (and digital signatures on) this Document will apply to my participating child or children, and that I may sign the Document more than once if I register my child or children for different periods of participation. In consideration of the services of Train Your Brain Camp and, its owners, employees, representatives, contractors, and all other persons or entities associated with it (individually and collectively referred to in this Document as “Train Your Brain Camp”), *I (the parent of a minor participant) acknowledges and agrees as follows:*

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Participating (whether simply attending, observing, or actively participating) in Train Your Brain educational, instructional, recreational and/or adventure activities include risks. These activities can be day or multi-day, take place indoors or outdoors, be located on public and/or private land within the State of Colorado, and include, but may not be limited to: horseback riding; hiking; attending parades and other public events; theater activities; expressive arts; sports and games; transportation between locations; use of equipment, facilities or premises (collectively referred to in this Document as “activities”); or other as of yet unidentified outdoor and indoor activities. Activities may be scheduled or unscheduled; structured or unstructured; led by Train Your Brain staff or contractors; and/or occur during participants’ free and/or independent time. I, the parent, give permission for my child to participate in all field trips and activities (unless otherwise designated during the registration process), and agree to discuss the nature of these activities and risks with my child. **The following describes some but not all of those risks.**

•Horseback riding risks:

Horseback riding is classified as a **rugged adventure recreational sport activity** and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safe precautions.

•Nature of riding horses:

No horse is a completely safe horse. If a rider falls from a horse to the ground it will generally be a distance from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. If a horse is frightened or provoked, it may divert from its training and act according

to its natural survival instincts, which may include, but are not limited to: Stopping short; Changing directions or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; or Running from danger.

•Horseback rider responsibility:

Upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends on his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The rider shall be responsible for his/her own safety.

•Physical activity risks:

Activities vary, but include hiking, theater games, picnics, riding bikes, expressive arts activities, attending public events, and other physical activities.

•Risks in judgment and decision-making:

These risks include the risk that the participant or a co-participant, Train Your Brain Camp staff member, contractor or other person may misjudge the participant's (or others) capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, route or other issue.

•Personal health and participation risks:

The risk that participant's mental, physical, or mental condition(s) or limitation(s) (known or unknown, disclosed or undisclosed) combined with participation in these activities could result in injury, damage, death, or other loss. Although Train Your Brain Camp staff may review participant's submitted disclosure of health information, Train Your Brain Camp cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition(s).

•Risks regarding free time:

Participants may have free time before and after Train Your Brain Camp and at various other times while they are in Train Your Brain Camp. **During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.**

•Risks regarding conduct:

Risks include the potential that the participant, or other participants or third parties may act carelessly or recklessly.

I (adult participant or parent of a minor participant) further acknowledge and agree:

- To review all Train Your Brain Camp information received, accurately complete all requested information, and abide by Train Your Brain Camp rules and policies. I agree that any information I have provided to Train Your Brain Camp regarding me/my child is complete and accurate, and I agree it is my responsibility to provide Train Your Brain Camp with any changes, including health or contact information, before program start date or anytime after;
- That Train Your Brain Camp representatives are available if I have further questions about activities and risks;

- To disclose to Train Your Brain Camp representatives any mental, physical, or emotional condition(s) or limitations which might affect the participant's participation (as identified below), and represent that the participant is fully capable of participating without causing harm to herself/himself or others;
- That the information provided in this Document is not exhaustive and other unknown or unanticipated activities, risks, and outcomes may exist, and Train Your Brain Camp cannot assure participant's safety or eliminate any of the risks;
- **That I am (or my child is) voluntarily participating with knowledge of the risks. Therefore, I participant (and parent of minor) assume and accept full responsibility for the inherent and other risks (both known and unknown) of the activities, and for any injury, damage, death, or other loss suffered by myself of my child resulting from those risks, including the risk of my or my child's negligence or other misconduct.**

DISCLOSURE: (if this is left blank, Train Your Brain Camp will consider your answer as a "no" or "none.")

Please disclose any mental, physical, or emotional condition(s) or limitation(s) that may affect participation, necessitate care, or potentially affect the health or well-being of participant or others in the program (include any adaptation(s) or restriction(s) you consider appropriate or necessary):

Accidental/medical and personal liability insurance:

I agree that:

Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accidental/medical insurance company is: _____

And my policy number is: _____

Should my actions or that of the horse that I am riding cause injury or damage of any kind I and/or my personal liability insurance shall pay for such damages. My personal liability insurance company is: _____

And my policy number is: _____

RELEASE AND INDEMNITY AGREEMENT (Please read carefully):

I (adult participant/parent on behalf of myself and my participating minor child) agree as follows:

1. **To release and agree not to sue Train Your Brain Camp** with respect to any and all claims, liabilities, suits, or expenses (including attorney's fees and costs) (hereafter collectively "claim" or "claim(s)") for any injury, damage, death or other loss in anyway connected with my or my child's participation in these activities, including use of any equipment, facilities, or premises. **I understand that I agree here to waive all claim(s) I or my child may have against Train Your Brain Camp, and agree that neither I, my child, nor any one acting on my or my**

child's behalf, will make a claim against Train Your Brain Camp as a result of any injury, damage, death, or other loss suffered by me or my child;

2. **To defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) Train Your Brain Camp with respect to any and all claim(s);
 - a. Brought by or on behalf of me, my child, my spouse, or other family member(s) for any injury, damage, death, or other loss in anyway connected with my/my child's participation in these activities, including use of equipment, facilities or premises; and/or;
 - b. Brought by a co-participant or other person for any injury, damage, death or other loss to the extent caused by my/my child's conduct in the course of participating in these activities, including use of any equipment, facilities, or premises.

I, the adult participant or the parent of a minor participant agree: I have carefully read, understand, and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my participating minor child, spouse, and other family members, and participant's/parent's and other family members, heirs, executors, representatives, subrogors and estate. **An adult participant or a parent of a minor participant must sign below.**

Parents and any adult participants understand that whether they choose to electronically sign and accept, or sign a printable version of this document, they are entering into a legally binding contract with Train Your Brain Camp.

Participant Name: _____

Date: _____ Signature: _____

Parent/Guardian Name: _____

Date : _____ Signature: _____

Phone number(s) _____

Email Address: _____

Address (Street, City, State, Zip Code): _____

QUESTIONS?

Please contact:

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