

Insurance Requirement

Mills Spring Ranch requires a copy of valid and current health insurance coverage for every camper attending our program. Please follow the included directions to attach a legible scan or image of your camper's health insurance card to your account for their 2021 reservation.

If you do not have health insurance coverage for your child, please upload a completed copy of the attached "Agreement to Assume All Risks."

Please note:

Uploading either a legible copy of your camper's health insurance or the completed "agreement to assume all risks" will satisfy our insurance requirement. You do not need to upload both.

Uploading Your Insurance Document

1. Navigate to our registration website and then log in to your account
2. Access the "Additional Options" menu in the main menu bar at the top of the page
3. Choose "Document Center" from the drop down menu
4. In the Document Center, locate the desired document requirement and click the "upload" icon to the right of it
5. Choose the appropriate file from your computer to upload (in this case, a legible scan or image of your child's health insurance coverage OR a completed copy of the agreement to assume all risks)
6. Click the "upload document" button
7. Our team will review every upload for accuracy and clarity before approving your document

Questions? Give our team a call at (303) 282-3664. If we don't answer, leave a message detailing the problem you are experiencing and we will return your message as soon as we can.

AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/AGREEMENT NOT TO SUE AND INDEMNIFICATION AGREEMENT (THE “AGREEMENT”)

Please read this contract carefully before signing it. By signing it, you are releasing The Rocky Mountain Conference of Seventh-Day Adventists (“Conference”) from liability and waiving certain legal rights you possess.

For purposes of this contract, the following defined terms will be used: “Ranch” means Glacier View Ranch; (2) “Activity” means all of the activities connected with and offered at the Ranch; (3) “Participant” means the person attending the Ranch and participating in the Activity; and (4) “Signatory” means the person signing this contract on behalf of the Participant.” Participant is a “child” and Signatory is a “parent” as those terms are defined in C.R.S. §13-22-107 (the “Act”) for all purposes contained in and related to that law.

1. **Acknowledgment of Risks and Dangers.** The Signatory understands, acknowledges and agrees that the Participant’s participation in the Activity at or during any program at the Ranch (including but limited to challenge course, archery, mountain biking, rock climbing, rappelling, swimming, canoeing, playing, eating, hiking, biking, water play, swimming, rafting, horseback riding, field trips, slopes, trails, use of equipment and motorized vehicles, arts and crafts, rock crawling, team sports, nature center, and survival skills) and using any of the facilities at the Ranch can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.** On his/her behalf and that of Participant, the Signatory acknowledges and confirms that he/she has been fully informed of and understands all such risks involved in the Activity and voluntarily executes this Agreement. The Signatory agrees that the following risks or dangers are inherent in the Activity, but that this list is not exhaustive or complete and that there may be other dangers or risks that are inherent in the Activity but not listed:

Risks present in an outdoor or wilderness environment. These risks include mountainous or wilderness terrain, adverse weather conditions, falling objects, stinging insects, poisonous plants, wild animals and other natural hazards and dangers. When being in such an environment, risks also include wandering off trails, marked and unmarked trails; getting lost and disorientation; getting separated from supervisors and instructors. Any activity in high altitude involves risks associated with altitude sickness and fatigue, sunburn, dehydration, heat exhaustion, heat stroke, heat cramps and dehydration.

Risks arising out of any activity involving horses or other livestock. Horses and livestock are unpredictable in all circumstances, and can kick, bite, stumble, rear, bolt, fall down, and react to sudden movements, noise, light, vehicles, people, other animals or objects. Horseback riding can involve equipment that may fail, saddles or blankets that may slip, and other riders who may not control their animals.

Risks Associated with Rock Climbing. These risks include falling from or crashing into rock formations; collisions with other climbers; failure of ropes, harnesses, clips, rappelling gear and other safety equipment; entanglement of ropes and equipment; abrasions or cuts from contact with rocks, trees, climbers and equipment; falling climbers, rocks and equipment; and failure to follow prescribed safety measures.

Risks Associated with Use of ATV’s and other Motorized Vehicles and, as applicable, Mountain Bikes. These risks include falls, uncontrollable motor propelled vehicles; various injuries; death; and property damage resulting, as well as colliding with other objects, users, staff, bystanders or spectators, all

of which may be increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities.

Risks Involved in Decision Making. There are risks involved in decision making, including the risk that a Ranch employee, representative, contractor or Participant may misjudge a Participant's capabilities, or misjudge weather, terrain, water level, location and nature of routes, some aspect of medical treatment, or the character of a horse, bike, ATV or similar conveyance or, with respect to a motorized vehicle, lack training or operate such a vehicle negligently.

Risks Associated with Archery and Similar Activities. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury.

Risks Associated with Other Participants. These risks include negligence and intentional acts of other participants in the Activity, thrown or propelled objects, exposure to communicable diseases, inability to use, improper use or intentional or accidental damage to safety and other equipment, collisions and improper or failed attempts to assist or rescue.

Risks Associated with Water Sports. These risks include drowning, cramping, water inhalation and lung damage, encounters with watercraft, man-made or natural objects including submerged or semi-submerged trees, rocks, branches, and boulders, fatigue, prolonged exposure to cold water resulting in "cold water immersion" syndrome or "cold shock," and hypothermia; actions of other participants resulting in all such risks and in extreme cases death.

Miscellaneous Risks. These risks include allergic reactions; exposure to communicable diseases; limited access to and/or delay of medical attention; failed or poorly executed attempts at rescue or medical care; Participant's own health condition; strenuous activity, choking; food allergies or food poisoning, electric shock; chemical reactions; and mental or emotional damage or distress from exposure to any of the above or otherwise.

2. **Acknowledgment of Limitations of Equipment.** The Signatory understands and acknowledges that any and all equipment necessary to participate or used in the Activity, including safety equipment may malfunction, fail or otherwise not function as it is intended or may be used improperly by Participant or may have its use improperly instructed and may not protect the Participant from all injuries, including the types of injuries that the safety equipment is designed to prevent.

3. **Assumption of Risk.** The Signatory acknowledges and agrees that he/she is allowing Participant, and Participant is choosing, to take part in the Activity despite the many potential dangers and inherent risks of doing so, and freely chooses to accept the inherent and non-inherent risks of doing so despite the many potential dangers, and further acknowledges and agrees that there are other such dangers that may not be specifically set forth in this Agreement, and, for himself/herself and for Participant, expressly acknowledges and assumes all risks dangers and consequences of the Activity, including but not limited to those set for the in Paragraph 1.

4. **Release of Liability and Agreement Not to Sue.** Fully understanding the contents of this Agreement, disclosures and acknowledgments, and in exchange for Conference's agreement to allow Participant to participate in the Activity, **THE SIGNATORY HEREBY AGREES NOT TO SUE** Conference or the Ranch, any of its affiliated organizations and their successors in interest, affiliated organizations, insurance carriers, agents, directors, officers, employees, contractor and

members (individually and collectively, the “Released Party”) for any property damage, injury or loss to Participant and to Signatory, including death, which Participant may suffer, arising in whole or part out of or related to Participant’s participation in the Activity. By signing this Agreement Not to Sue, the Signatory is releasing any right, except for a right retained by Signatory under the Act, to make a claim or file a lawsuit against any Released Party. In addition, the Signatory agrees to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to person or damage to property arising from Participant’s participation in the Activity, **INCLUDING BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY’S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty.

5. **Agreement to Indemnify.** The Signatory agrees to **INDEMNIFY (REIMBURSE)** each Released Party from and against any and all claims of the Signatory and/or any third party arising in whole or part from Participant’s participation in the Activity. **IN OTHER WORDS, IF PARTICIPANT AND/OR ANYONE ON PARTICIPANT’S BEHALF FILES ANY LAWSUIT OR BRINGS ANY CLAIM FOR INJURY OR DAMAGE AGAINST RELEASED PARTY, THE SIGNATORY WILL BE REQUIRED TO PAY BACK TO ALL RELEASED PARTIES ALL SUMS OF MONEY INCURRED BY, OR PAID BY OR ON BEHALF OF ANY OF ANY RELEASED PARTY ON ACCOUNT OF THE BRINGING OF SUCH SUIT OR CLAIM, INCLUDING ALL ATTORNEYS FEES AND COSTS.**

6. **Medical Authorization, Release and Indemnification.** Signatory (a) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; (b) authorizes any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; (c) agrees that, following Participant’s transport to such hospital or facility, the Released Party shall not have any further responsibility other than to make a reasonable attempt to contact Signatory at the telephone number provided by Signatory to inform Signatory of the medical circumstances; (d) agrees to pay all costs associated with the medical care and related transportation provided to Participant; and (e) shall indemnify and hold harmless (as set forth in Paragraph 5) the Released Party from any and all liability and/or claims associated with such medical care and/or related transportation.

7. **Use of Photographs, Videos and Voice Recordings and Release.** The Signatory authorizes Conference to use, in perpetuity, the following personal information of Participant: (1) Participant’s picture, including photographic, motion picture, and electronic (video) images, and (2) Participant’s voice, including sound and video recordings. The Signatory hereby grants to Conference, and to its licensees, successors and assigns, the right to use, publish and reproduce for all purposes Participant’s voice, image and likeness in film or electronic form, sound and video recordings and in printed and electronic format the information and data in any and all media. Signatory waives the right to receive any payment for signing this release and waives the right to receive any payment for Conference’s use of any of the material described in this Paragraph 7.

8. **Minor Participant.** If Participant is a minor, Signatory acknowledges and agrees that, pursuant to the Act, Signatory is a parent or guardian authorized and with full power to execute this Agreement on behalf of and binding the Participant to the terms of this Agreement and that Participant is being allowed to participate in the Activity solely based such authority.

9. **Binding Nature.** This Agreement and waiver and release of liability and indemnification agreement shall be effective and binding upon Signatory, his/her heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns.

10. **Breadth of Agreement.** The Signatory agrees that this Agreement is governed by and is intended to be at least as broad and inclusive as is permitted by laws of the State of Colorado and that if any portion of the Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect and any provision that is not valid shall be given the maximum effect allowed.

11. **Fully Integrated Agreement.** The Agreement sets forth the entire agreement and understanding between the parties and all other agreements, understandings, representations and negotiations are merged into this Agreement and shall not be enforceable unless explicitly set forth in this Agreement.

12. **Participant's Responsibilities and Representations.** The Signatory represents that the Participant is physically and mentally capable of participating in the Activity and that Signatory has fully disclosed the physical and mental condition of Participant to Conference and the Ranch.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, RIGHTS, OBLIGATIONS, RELEASES, INDEMNIFICATIONS AND WAIVERS. I AM RELEASING CERTAIN LEGAL RIGHTS THAT I AND/OR MY CHILD OTHERWISE MAY HAVE.

Signature of Signatory

Printed Full Name

Date

Signature of Participant

Printed Full Name

Date