

Participant Name _____

KEYSTONE SCIENCE SCHOOL – MEDICAL / LIABILITY FORM (Required for participation)

Name of Group _____	Date/Year of KSS Visit _____	
Parent/Guardian Name _____	Parent/Guardian Name _____	
Telephone 1 _____	Telephone 2 _____	Telephone 3 _____
Mailing Address _____		

In case of emergency, what other relative, neighbor or friend may be called?

Name _____	Relationship _____	Telephone _____
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Insurance Information

(If you do not have insurance, you will be responsible for all costs associated with medical treatment)

Insurance Company & Policy # _____	Insurance Co. Phone _____
Insurance Co. Address _____	

Client Medical Information

Date of Birth: _____	Age _____	Sex _____	Height _____	Weight _____
Family Physician _____	Telephone _____			

Restrictions to participant's activities advised by physician*:

Please complete the following regarding allergies to foods, medications and/or environmental allergens*:

Allergen	Reaction	Medication taken for reaction

Dietary Restrictions (medical or non-medical)*:

What medications is the participant currently taking? And for what condition are these medications being taken?

Has the participant had a recent operation or illness pertinent to the activities of this program? **Yes No**
If yes, please explain?

Date of last tetanus shot	
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Does the participant have heart problems? Yes No	Does the participant have respiratory problems? Yes No
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If yes to either of the above, please explain	
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Explain any other medical concerns, problems, or pre-existing conditions:

****If you have any questions or concerns regarding restrictions to activities, allergies, and/or dietary restrictions please feel free to contact School Programs at 970-468-2098 or email SchoolPrograms@KeystoneScienceSchool.org.***

Participant Name _____

KEYSTONE SCIENCE SCHOOL

Acknowledgement and Assumption of Risks and Release and Indemnity Form

In consideration of the services of Keystone Science School ("KSS"), I, joined by my parents or guardian if I am under eighteen years of age, agree and acknowledge as follows:

ACTIVITIES AND RISKS

Although KSS has taken reasonable steps to provide me with appropriate equipment and skilled staff for the program for which I have registered, I acknowledge that the activities of the course have risks, including certain risks, 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 my person or property, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that KSS does not want to frighten me or reduce my enthusiasm, but considers it important for me to know in advance what to expect and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks.

- KSS courses may occur in remote places, many hours from medical facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed.
- Equipment may fail or malfunction, despite reasonable maintenance and use.
- Travel is by vehicle, snowshoe, snowmobile, skis, foot and/or other means, over rugged unpredictable off-trail terrain and improved and unimproved roads, including boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes and slippery rocks. Attendant risks include collision, falling, drowning and others usually associated with such travel, including environmental risks, and all other risks reasonably associated with such outdoor travel.
- Environmental risks and hazards include, without limit: rapidly moving, deep or cold water; insects, snakes, and predators, including large animals; falling and rolling rock; lightning, avalanches, flash floods, falling timber, and unpredictable forces of nature, including weather which may change to extreme conditions without notice, and any other such risk such as those set forth above. Possible injuries and illnesses include but are in no way limited to hypothermia, frostbite, non-freezing cold injury, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.
- KSS activities are conducted indoors and outdoors, day and night. Physical activities might include, but are in no way limited to, the following types of activity: hiking, backpacking, stream crossings, outdoor rock climbing, night hikes, challenge course activities, white water rafting, cross-country skiing, trail work, field games, outdoor cooking, overnight camping.
- KSS activities most likely involve travel to locations away from the primary classroom on our campus. If the travel is not supervised by KSS and includes the use of personal vehicles and/or carpooling in vehicles not owned or controlled in any way by KSS, KSS has no responsibility for any incident arising out of such travel.
- Decisions are made by KSS instructors and participants, usually in a national forest and/or wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to reasonable 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.
- KSS School Programs participants, including minors, will have unsupervised free time before, during and after their course. Free time activities are not part of the KSS program and are at the sole risk of the participants. KSS has no responsibility for such activities. KSS staff 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 not for KSS, and KSS is not responsible for their conduct. I acknowledge that engaging in this program may require a degree of skill and knowledge not required in other activities, and that I have responsibilities as a student for managing risks to which I and others may be exposed.
- I acknowledge that KSS activities are instructional in nature and I expect to be challenged to expand my skills and judgment. I acknowledge that the staff of KSS has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I represent to KSS that I am in good physical condition with no known **MEDICAL CONDITIONS OR PROBLEMS** that could limit my ability to safely participate in the Program, that I have actively sought confirmation of my represented physical status from a qualified medical professional, and that I assume all responsibility for all known or unknown conditions that may in any manner and to any degree affect my ability to safely participate in the program.

ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

I understand that the description above of the risks is not complete and that other unknown or unanticipated risks, inherent or otherwise, may result in property loss, injury, illness or death. I expressly acknowledge and assume the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with knowledge of the inherent risks. I represent that I am fully capable of participating in the program, without causing harm to others or myself. Therefore I assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence or otherwise wrongful conduct in participating in these activities.

In further consideration of the services of KSS, I (joined by my parents or guardian if I am under eighteen years of age,) acknowledge that I have read and understand the Activities and Risks, above, and confirm its representations and agree to all its provisions as though they were fully set forth again here. In addition, except with respect to an injury or loss that occurs on public lands whose rules and regulations prohibit doing so, I acknowledge and expressly assume **all other** risks of the course and any other activity of KSS, whether those risks are known, unknown, inherent or otherwise.

Participant Name _____

AGREEMENTS OF RELEASE AND INDEMNITY

If I am an adult student, or the parent or guardian of a minor student, I agree, to the fullest extent allowed by law, for myself and on behalf of the minor child, if any, as follows:

- a) To release and discharge KSS, its owners, its agents, employees, trustees, advisors, officers, course sponsors, contractors, and all other persons or entities associated with it and its activities (individually and collectively referred to as "Released Parties") from any and all claims of injury, disability, death or other damage or loss which I or the minor child may suffer, arising out of or in anyway related to my, or the minor child's, enrollment or participation in the activities of KSS. I understand that in signing this document I, for myself and the minor child, surrender all rights to make a claim or file a lawsuit against a Released Party, for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract or under any other legal theory, except in cases of intentional wrongs or the gross negligence of KSS.
- b) To defend, indemnify (that is, protect by payment or reimbursement, including attorney's fees and costs), and hold harmless any and all Released Parties from any claim which may be brought by the minor child, a co-participant, rescuer or any other person, including a member of my or the minor child's family, asserting a loss, including by reason of my, or the minor child's injury or death, which may arise from or in anyway relate to my or the child's enrollment or participation in the activities of KSS.

The Release and Indemnity described above includes but is not limited to any claim arising out of or in any way related to transportation or other occurrences to and from any activity of KSS, and the use of KSS's equipment or facilities. The Release and Indemnity described above includes claims arising in whole or in part from negligent acts or omissions of the Released Parties or any of them.

- I agree with KSS that this agreement is to be interpreted as waiving and releasing all claims arising from my participation in the Program **EVEN THOUGH CAUSED BY THE ACTS, OMISSIONS, NEGLIGENCE, OR THE FAULT OF THE RELEASED PARTIES.**
- This agreement is intended to be **AS BROAD AND INCLUSIVE** as is permitted by the laws of the State of Colorado. If any portion of this agreement is found to be invalid, the balance of this agreement shall continue in full force and effect.
- This agreement shall be governed by the laws of the State of Colorado, and any lawsuit or claim involving my participation in the Program or this agreement shall be brought only in the state courts of Summit County, Colorado.

OTHER PROVISIONS

I, (joined by my parents or guardian if I am under eighteen years of age) further agree as follows:
KSS is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me. Any such third-party medical care provider is authorized to exchange pertinent medical information with KSS. Costs reasonable associated with medical services, including evacuation or transportation shall be born by me, if an adult, or by the parent or guardian of a minor student.

Any dispute between KSS and me and/or my parents or guardian shall 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 I have any legal dispute with KSS that cannot be settled through discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator. To the extent mediation does not result in a resolution, the dispute will be submitted to binding arbitration in Colorado pursuant to the procedures under the Colorado Uniform Arbitration Act. 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. This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members. Its terms may be varied only by a written instrument signed by the parties.

PHOTO/VIDEO CONSENT AND RELEASE

Periodically, Keystone Science School uses video, photos of and statements made by participants in Keystone Science School programs for newsletters, fund-raising efforts, informational videos, brochures and articles about the School. All images and statements are used with reasonable judgment and consideration for purposes directly relating to the operating of the school. This release form gives Keystone Science School permission by the signer, the Parent or Guardian of participant, to include the image or likeness of, and statements made by the child/participant in interviews, photographs, video or quotes/testimonials for the purposes mentioned above. By signing this document you also grant the right to edit, use, and reuse said products for nonprofit purposes including use in print, on the internet, and all other forms of media. By signing you also release Keystone Science School and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above.

THE PARTICIPANT AND/OR THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT HAVE READ THIS PAGE AND THE PREVIOUS PAGE AND UNDERSTANDS AND AGREES TO ITS TERMS, INCLUDING THE ACKNOWLEDGEMENTS AND ASSUMPTIONS OF RISKS, AGREEMENTS OF RELEASE AND INDEMNITY AND THE ADDITIONAL PROVISIONS, ABOVE.

At least one parent (preferably both) or guardian must sign below if the participant is under 18 years of age to reflect their understanding and agreement, for themselves and on behalf of the participant, to the provisions of the Acknowledgements and Assumptions of Risks, Agreements of Release and Indemnity and additional provisions, above, including, though not exclusively, their agreements to release and indemnify the Released Parties.

Participant Name

Participant/Parent or Guardian Signature Printed Name Participant/ Parent or Guardian Signature / / Date

Participant/Parent or Guardian Signature Printed Name Participant/ Parent or Guardian Signature / / Date

Stay updated on what's going on at Keystone Science School!
 Please write your email address below if you'd like to receive our KSS quarterly newsletter and other exciting updates from KSS.
We aim to send no more than one email a month.

EMAIL: _____