

**BABES IN THE BACKCOUNTRY**  
**Participation Agreement**

**WAIVER AND COVENANT NOT TO SUE**

In consideration of being permitted to participate in any way in \_\_\_\_\_ (hereinafter, the "Activity"), I, for myself, and my heirs, devisees, executors, administrators, assignees, transferees, and successors in interest, do hereby release, waive, and discharge Empower LLC d/b/a Babes in the Backcountry (hereinafter "BIB"), and its officers, employees, contractors, subcontractors, promoters, co-promoters, sponsors, co-sponsors, sanctioning organizations, advertisers, rescue personnel, agents, and any other person or entity associated with BIB for the Activity (the "Releasees") from any and all liability, claims, demands, lawsuits, or causes of action, including claims alleging the negligence of BIB and the Releasees that I may have arising out of but not limited to my participation in the Activity that results in personal injury, damages, accidents, or illness, including death, and property loss. This includes any and all liability, claims, demands, lawsuits, or causes of action, including claims alleging the negligence of BIB or the Releasees, that I may have arising out of the use any equipment provided by BIB and the Releasees.

**ASSUMPTION OF RISKS**

Participation in the Activity carries with it certain risks, inherent and otherwise, that cannot be eliminated regardless of the care taken to avoid injuries. The specifics vary from one activity to another, but range from minor injuries, such as scratches, bruises, and sprains, to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, to catastrophic injuries including paralysis and death. Any injury or injuries sustained by participating in the Activity may be compounded or increased by rescue operations or procedures of BIB and/or the Releasees, even negligent rescue operations or procedures. I know, understand, and appreciate these and any other risks inherent in the Activity, understanding that there are those risks of which I am presently unaware, and assume all such risks voluntarily.

**INDEMNIFY AND HOLD HARMLESS**

I also agree to indemnify and hold harmless BIB and the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, brought as a result of my involvement in the Activity, and will reimburse BIB and the Releasees for any expenses incurred related to the foregoing.

**REPRESENTATION REGARDING PHYSICAL CONDITION AND INSURANCE**

I understand that certain skills, abilities, and physical and mental health and fitness are required in order to participate in the Activity. I certify that I possess these. I agree to wear all BIB-required safety equipment and clothing reasonable for participation in the Activity, and to use properly such equipment. I also understand that no medical insurance benefits are provided to me during the Activity by BIB or the Releasees, and that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage caused to a third party as a result of my participation in the Activity. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I also authorize a licensed physician, dentist, and any other medical care provider to carry out any emergency medical care for me, if incapacitated.

**OTHER TERMS**

I understand that this is the entire agreement between BIB and me, and that it supersedes any and all prior oral agreements regarding the Activity. This Agreement cannot be modified except in writing. The section or paragraph headings contained within this Agreement are inserted for convenience only and shall not be construed to vary or add to the meaning of the Agreement. If any covenant, term, condition, or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such covenant, term, condition, or provision shall be severed from the Agreement or modified to the extent necessary to make it enforceable, and the resulting Agreement shall remain in full force and effect. This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. If there is litigation with respect to the enforcement and/or interpretation of this Agreement, exclusive jurisdiction and venue for any such proceeding shall be in Summit County and the district court thereof. In the event that legal action is necessary to enforce the provisions of this Agreement, BIB and I shall bear our own costs and attorneys' fees. The term of this Agreement is perpetual. I understand that any image(s) taken of myself by BIB may become the property for BIB. I irrevocably grant BIB the right to own and use any image(s) collected of me while participating in the Activity for brochures, slideshows, and other promotional materials.

I have read the entire Agreement, including specifically, the WAIVER AND COVENANT NOT TO SUE, ASSUMPTION OF RISKS, and INDEMNIFY AND HOLD HARMLESS provisions. I know, fully understand, and appreciate the terms of this Agreement. I acknowledge that I am signing this Agreement freely and voluntarily. I intend for my signature to constitute a complete and unconditional release of all liability to the greatest extent allowed by law, and that by doing so I have given up substantial rights.

Name: \_\_\_\_\_  
(please print clearly)

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Signature: \_\_\_\_\_