

**DOMESTIC PROGRAM PARTICIPATION AND WAIVER, RELEASE, ASSUMPTION  
OF RISK, AND INDEMNIFICATION AGREEMENT**

**READ THIS DOCUMENT CAREFULLY AND COMPLETELY BEFORE SIGNING. THE EFFECT OF THIS DOCUMENT IS TO RELEASE COLORADO MESA UNIVERSITY, THE CMU BOARD OF TRUSTEES, AND THE STATE OF COLORADO FROM ANY LIABILITY RESULTING FROM PARTICIPATION IN THE ACTIVITIES DESCRIBED IN THIS DOCUMENT, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST COLORADO MESA UNIVERSITY, THE CMU BOARD OF TRUSTEES AND THE STATE OF COLORADO WHICH MAY ARISE FROM SUCH ACTIVITIES EVEN IF CAUSED BY NEGLIGENCE.**

Course: \_\_\_\_\_  
Term/Year \_\_\_\_\_  
Activity(if applicable): \_\_\_\_\_  
Instructor: \_\_\_\_\_  
Student/Participant Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

In consideration of the State of Colorado and Colorado Mesa University granting Participant permission to participate in the above Course, and with the understanding that such participation is conditioned upon Participant's agreement with the terms of this Agreement, Participant agrees as follows:

1. Participant is qualified for and accepted for enrollment in the Course described above. The Course is sponsored by Colorado Mesa University. It is expressly understood and acknowledged that Participant is not required to participate in the Course.
2. Colorado Mesa University reserves the right, in its sole and absolute discretion, to cancel or withdraw the Course without liability to CMU. In the event of cancellation or withdrawal, Colorado Mesa will refund all fees to Participant. Further, Colorado Mesa University shall have the right, in its sole and absolute discretion, to make any alterations, deletions or modifications in the itinerary and/or Course as deemed necessary by Colorado Mesa University or by the Course instructors. In that event, CMU will charge an increased amount or refund the excess amount of fees determined according to the increased / decreased amount of content of the Course, as determined by Colorado Mesa University, in its sole discretion.
3. Participant shall abide by all of the policies and rules of Colorado Mesa University including the Colorado Mesa University Student Code of Conduct. CMU and any sponsoring agency, if applicable, have the authority at all times to establish additional rules of conduct necessary for the operation of the Course, including conduct during free time. Participant will adhere to the rules of conduct and all instructions given by the

faculty/staff in charge of the Course. Violation of any of the Student Code of Conduct or rules and instructions may result in Participant's expulsion from the Course. All costs associated with expulsion, including the cost of transportation back to CMU, will be the responsibility of the Participant. Upon expulsion, Participant is not eligible for any refund, in whole or in part, of the cost of the Course.

4. Participant assures Colorado Mesa University that Participant has consulted with a medical doctor with regard to Participant's personal medical needs and that there are no health-related reasons or problems which preclude or restrict Participant's participation in this Course. Participant has carefully considered his/her medical and physical condition and Participant believes that his/her condition is appropriate for the Course's activities and location. In this regard, Participant understands that the Course activities and location may include a variety of activities and locations that involve risk to Participant
5. Participant understands and agrees that Colorado Mesa University does not have medical personnel available at the Course, during transportation, at the location/site of the Course, or anywhere in another State. Participant hereby authorizes CMU staff, representatives, employees, contractors, and/or medical personnel to authorize, initiate and/or procure medical care for Participant, and to provide treatment (including both emergency and routine medical care) they consider necessary for Participant's health. Participant agrees to be fully responsible and pay all costs associated with such care and transportation. Participant further agrees to the release of all medical records necessary for treatment, referral, billing or insurance purposes. . Colorado Mesa University shall not have and shall assume no responsibility for any injury or damage which might arise out of or in connection with such authorized medical treatment.
6. In consideration of the State of Colorado and Colorado Mesa University granting Participant permission to participate in the above-referenced Course and/or activity, and with the understanding that such participation is conditioned upon Participant's execution of this waiver and release, for Participant, his/hers heirs and assigns, I , the Participant, hereby acknowledge, recognize and assume the risks involved in the course and/or the activity and any risks inherent in any other activities connected with the course and/or activity in which I may voluntarily participate. I expressly assume the risk of and accept full responsibility for any and all injuries (including death) and accidents which may occur as a result of my participation in the course and/or activity and release from liability the State of Colorado and Colorado Mesa University, and all of the officers, directors, agents, representatives, and employees of the foregoing entities.

**I HEREBY WAIVE ANY CLAIM I MAY HAVE AS A RESULT OF MY PARTICIPATION IN THE ABOVE-REFERENCED COURSE AND/OR ACTIVITY. I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE STATE OF COLORADO AND COLORADO MESA UNIVERSITY, AND ALL OF THE OFFICERS, TRUSTEES, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES OF THE FOREGOING ENTITIES AGAINST ANY AND ALL CLAIMS, INCLUDING ATTORNEYS'**

**FEES AND COSTS, WHICH MAY BE BROUGHT AGAINST ANY OF THEM BY ANYONE CLAIMING TO HAVE BEEN INJURED AS A RESULT OF MY PARTICIPATION IN THE COURSE AND/OR ACTIVITY.**

This waiver shall be governed in accordance with the laws of the State of Colorado, and venue for any action related to this waiver shall be in the City and County of Denver, Colorado. This waiver is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing.

**THIS IS A LEGAL AGREEMENT AND RELEASE OF LIABILITY. IF STUDENT IS UNDER EIGHTEEN (18) YEARS OF AGE, SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED. I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT.**

\_\_\_\_\_  
Signature of Student/Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent  
(if participant is under 18 years of age)

\_\_\_\_\_  
Date