

ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND RELEASE
ASPEN JUNIOR GOLF FOUNDATION
(A Colorado Non-Profit Corporation)

Age Group 1. _____ 2. _____ To: Aspen Junior Golf Foundation,
City of Aspen, Colorado

From: _____ (Parent)

Address: _____

City: _____ State: _____ Zip: _____

For: Print Child's Name: 1. _____ 2. _____

Home Ph: _____ Cell: _____ Cell: _____

E mail: _____

THIS DOCUMENT CONTAINS A COMPLETE RELEASE OF LIABILITY - PLEASE READ IT CAREFULLY BEFORE SIGNING!

The undersigned hereby affirms and represents that they have full and complete authority to execute this Acknowledgment and Assumption of Risk and Release on behalf of the above named minor child.

The undersigned understands and agrees that the golf instruction, golf practice, golf competition and the related activities that I have chosen for my child to take and engage in with the Aspen Junior Golf Foundation and their affiliates are activities and action sports carrying significant risk of serious personal injury, death or property damage. I also know that there are natural, mechanical and environmental conditions and risks which independently or in combination with my child's activities may cause property damage, or severe or event fatal injuries to my child or others.

In consideration of Aspen Junior Golf Foundation and their affiliates, including but not limited to, the City of Aspen and Aspen Junior golf Foundation's paid and volunteer staff and coaches; agreeing to allow and permit my child to participate in the Aspen Junior Golf Foundation's Junior Golf Program and related activities; and other good and valuable consideration, I agree that my child is alone responsible for: (a) my child's safety while participating in activities undertaken with the Aspen Junior Golf Foundation, their agents and affiliates; and (b) providing, utilizing and maintaining the equipment available for the safe enjoyment of my participation in such junior golf programs and related activities and specifically acknowledge that the following persons or entities including The City of Aspen, Alden Richards and the Aspen Junior Golf Foundation and their directors, officers, agents, representatives, employees, volunteers and subcontractors or affiliate of any person or entity named above are not responsible for my child's safety.

I specifically **RELEASE** and **DISCHARGE**, in advance, those above mentioned parties from any liability whether, known or unknown, even though that liability may arise out of negligence or carelessness on part of the persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards, to my child as a participant in the Aspen Junior Golf Foundation's Junior Golf Program which may occur whether they now be known or unknown.

Read and Understood. _____ **Initials**

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ASPEN JUNIOR GOLF FOUNDATION**

Being aware and reasonably informed and having been advised, warned and cautioned of the risks, conditions and hazards of the proposed activity, ***I HEREBY AGREE, ON BEHALF OF MY CHILD, TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS*** for any and all claims for damages, death, personal injury or property damage which may now or in the future accrue as a result of any participation by my child in any activity at the Aspen Junior Golf Foundation related activities and events, against any person or entity identified above whether such injury or damage was foreseeable or not, including any such claims regarding the design or condition of any equipment utilized by my child in such activities and events without regard to whether such equipment is specified or recommended by such persons or entities identified above.

I further agree to forever **HOLD HARMLESS AND INDEMNIFY** all persons and entities identified above, generally and specifically, from any and all liability for death, personal injury or property or property damage resulting in any way from my child's participating in the activities and events described above. This Acknowledgment and Assumption of Risk and Release shall be binding upon me and my child and our heirs and assigns. By signing this Acknowledgment and Assumption of Risk and Release shall be binding upon me and my child and our heirs and assigns. By signing this Acknowledgment and Assumption of Risk and Release as the parent or guardian of the above named child, I am expressly consenting to my child's participation in any activity of the Aspen Junior Golf Foundation and acknowledge that I understand that any and all risk, whether known or unknown is expressly assumed by me and my child and all claims, whether known or unknown, are expressly waived in advance.

THE UNDERSIGNED STATES THAT THEY HAVE READ THE ABOVE ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND RELEASE. FURTHER, THAT THEY FULLY AND COMPLETELY UNDERSTAND THE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM. THE UNDERSIGNED ALSO AGREES THAT THIS DOCUMENT IS THE WHOLE AND ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND THE ASPEN JUNIOR GOLF FOUNDATION AND IT'S ABOVE MENTIONED ASSOCIATES AND AFFILIATES AND THAT THIS AGREEMENT SHALL BE INTERPRETED BY THE LAWS OF THE STATE OF COLORADO AND THAT IN THE EVENT OF LITIGATION OR BRINGING ANY CLAIM AGAINST ASPEN JUNIOR GOLF FOUNDATION AND THEIR ABOVE MENTIONED ASSOCIATES AND AFFILIATES BY THE UNDERSIGNED; THE PROPER AND ONLY JURISDICTION AND VENUE SHALL BE IN THE DISTRICT COURT IN AND FOR PITKIN COUNTY COLORADO.

Signature of Authorized Parent or Guardian

Signature of Witness