



OVERNIGHT GUEST RELEASE OF RELIABILITY NATURE & WILDLIFE DISCOVERY CENTER

I hereby acknowledge that I have voluntarily asked to use the overnight facilities managed by Mountain Park Environmental Association doing business as Nature and Wildlife Discovery Center (NWDC). I am aware that the facilities are located in a mountain park in a rural area and that injuries, sickness or death could result from my stay, including but not limited to: insect bites and stings; exposure to the sun; lightning; wind; falling rocks, trees or other items; exposure to extremes of heat or cold; deep water in ponds; actions from wild animals; tripping hazards such as tree roots, rocks and uneven natural or man-made surfaces including stairs and walkways; slipping on icy, snowy, wet or other slippery surfaces. I am aware that injuries, sickness or death may result from other potential risks from the use of items including, but not limited to: coffee makers; hot water makers; microwaves; utensils; hot liquids; potentially sharp surfaces from broken glass and other materials; allergic reactions to food or other food items, contents, preparation, or ingredients; being transported in vehicles, including buses and vans; and that injuries, sickness or death could result from these or other causes through my use of the facilities.

I AM AWARE THAT MY USE OF THE FACILITIES MAY INVOLVE POTENTIALLY HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE POTENTIAL HAZARDS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY.

As lawful consideration for being permitted by the Nature and Wildlife Discovery Center to use their facilities, I hereby agree that I, my heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attach the property of, or prosecute the Nature and Wildlife Discovery Center or its employees, agents or contractors, Dave Van Manen/Mountain Consulting, or any of its affiliated organizations, including the City of Pueblo, for injury or damage, regardless of cause, including negligence or other acts, howsoever caused, by any employee, agent or contractor of the Nature and Wildlife Discovery Center as a result of my use of any NWDC facility.

In addition, I hereby release and discharge the Nature and Wildlife Discovery Center, its employees, agents or contractors, Dave Van Manen/Mountain Consulting and its affiliated organizations, including the City of Pueblo, from all actions, claims or demands I, my heirs, distributees, guardians, legal representatives or assigns now have or may hereafter have for injury or damage resulting from my participation in the program.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND I HAVE SIGNED IT OF MY OWN FREE WILL.