



I hereby certify, represent and warrant that within the 21 days immediately preceding the date of this Health Declaration, Waiver and Release of Liability (“Waiver”), I HAVE NOT (and if signing on behalf of a minor, further certify that said minor has not):

- A. Tested positive or presumptively positive with the Coronavirus or been identified as a potential carrier of the COVID-19 virus or similar communicable illness (“Coronavirus”);
- B. Experienced any symptoms commonly associated with the Coronavirus;
- C. Been to any location positively designated as hazardous and/or potentially infected with the Coronavirus by a recognized health or regulatory authority, such as a country for which the Center for Disease Control and Prevention (“CDC”) issued a Level 3 Travel Advisory for Coronavirus; or
- D. Been in direct contact with or the immediate vicinity of any person I knew and/or now know to be carrying the Coronavirus or has been identified as a potential carrier of the Coronavirus.

I AGREE to notify Mile High Tumblers 5280 (“MHT5280”) (by email to milehightumblers5280@gmail.com)

of any change in status, including diagnosis with Coronavirus and/or quarantine, within fifteen (15) days after any such change in status.

I WILL, if asked, wear a mask at all times while on/around the premises of MHT5280, or any other premises where activities involving MHT5280 are occurring, and consent to having my temperature taken by any representative or agent of MHT5280 prior, during, and after participating and/or observing any activities involving MHT5280 and will provide any follow up information reasonably requested by MHT5280.

I ACKNOWLEDGE and ACCEPT that this Waiver will be considered as my consent to MHT5280 to disclose, share, record and store this Waiver with any relevant authority or service provider for the purposes of ensuring the safety and security of any and all third parties that may come in contact with me prior, during, and after my presence on/around the MHT5280 premises.

In consideration of the risk of injury or illness due to participating and/or observing any activities involving MHT5280, and as consideration for my right to participate in and/or observe any such activities, I hereby for myself, my heirs, executors, administrators, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in and/or observation of any activity, and do hereby release and forever discharge MHT5280, its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (all of which are encompassed within the term “MHT5280”) for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss that I may suffer as a direct result in my participation in and/or observation of the aforementioned activities, including traveling to and from these activities.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITIES AND I AM PARTICIPATING ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS OF PARTICIPATING IN AND/OR OBSERVING ANY ACTIVITIES WHICH MAY INCLUDE BUT NOT LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE. NEVERTHELESS, I ASSUME ALL RELATED RISKS BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN AND/OR OBSERVATION OF ANY ACTIVITIES, INCLUDING TRAVEL TO, FROM, AND DURING THE ACTIVITIES.

I agree to indemnify and hold harmless MHT5280 against any and all claims, suits or actions of any kind for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney fees, and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If MHT5280 incurs any types of these expenses, I agree to reimburse MHT5280.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AGREE TO EXPRESSLY RELEASE AND DISCHARGE MHT5280 FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT TO BRING LEGAL ACTION AGAINST MHT5280 FOR ANY PERSONAL INJURY, ILLNESS OR PROPERTY DAMAGE.

To the extent statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of MHT5280. I agree this release shall be governed for all purposes by Colorado law without any regard to any conflict of law principles. This release supersedes any and all previous oral or written promises or other agreements.



Health Declaration, Waiver and Release of Liability



In the event I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand I should carry my own health insurance.

If signing for a minor, please print their name on the line and sign below stating your relation

I UNDERSTAND AND AGREE THAT BY ACCEPTING THIS AGREEMENT ON BEHALF OF ANY PERSON OTHER THAN MYSELF, I AM REPRESENTING AND WARRANTING THAT I AM LEGALLY AUTHORIZED TO EXECUTE THIS AGREEMENT AS EITHER THE PARENT OR LEGAL GUARDIAN OF THAT PERSON AND/OR MINOR PARTICIPANT(S), OR THAT I HAVE BEEN GIVEN THE EXPRESS AUTHORITY AND PERMISSION FROM THAT OTHER PERSON TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON EACH OF THEIR BEHALF, AND I FURTHER UNDERSTAND THAT BY DOING SO I AM AGREEING TO PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY OR ON BEHALF OF THE MINOR PARTICIPANT(S), OR ANY PERSON ON WHOSE BEHALF I HAVE EXECUTED THIS AGREEMENT, SHOULD THEY REFUSE TO ACCEPT OR CARRY OUT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. BY SIGNING BELOW, I WARRANT THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE AGREEMENT, UNDERSTAND IT, AND HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER RELEASORS NAMED IN THIS AGREEMENT.

Executed this _____ day of _____, 20__

Print Name of Adult: _____ Date of Birth: _____

Full Address: _____

Email: _____ Phone #: _____

SIGNATURE of ADULT: _____

Minor Participant(s) (If Any):

_____/_____/_____
PRINT Name of Minor Participant Minor Participant's Date of Birth

_____/_____/_____
PRINT Name of Minor Participant Minor Participant's Date of Birth

_____/_____/_____
PRINT Name of Minor Participant Minor Participant's Date of Birth

_____/_____/_____
PRINT Name of Minor Participant Minor Participant's Date of Birth

