



# Release of Liability

## 1. Introduction

THIS IS A RELEASE OF LIABILITY AND AN AUTHORIZATION REGARDING MEDICAL CARE. BY SIGNING BELOW, I AM AGREEING TO RELEASE FORGE ("FORGE") AND OTHER PARTIES FROM LIABILITY. I AM ALSO GRANTING PERMISSION TO FORGE TO SEEK AND OBTAIN MEDICAL CARE IN THE EVENT OF MY ILLNESS OR INJURY. I HAVE THEREFORE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY.

I acknowledge that I have freely and voluntarily chosen to participate in an equipping program operated by Forge. It is my understanding that participation in this program is a privilege. In consideration for the privilege of participating in this program, I am signing this Release of Liability and Permission Regarding Medical Care form ("Release"). I acknowledge that my participation in this Forge sponsored Equipping Program may involve certain risks of physical or mental injury, illness, death, or loss or damage to my property, including risks of which I may not presently be aware and I hereby agree to assume such risks.

## 2. Release and Indemnification

I hereby agree to release and hold harmless Forge, members of its board of directors, and its officers, employees, members, volunteers and agents (collectively, the "Released Parties"), from, and to discharge and waive, any and all claims, demands, losses, damages and liabilities with respect to any and all property damage, personal injury, and/or death arising from my participation in this Forge sponsored Equipping Program. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages and liabilities described therein, whether known or unknown, foreseen or unforeseen, future or contingent, except claims, demands, losses, damages and liabilities arising out of the sole and exclusive gross negligence or willful and wanton misconduct of one or more of the Released Parties. I further covenant not to sue any of the Released Parties in connection with any of the claims, demands, losses, damages or liabilities described above.

I further agree to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise, as may be asserted by a third party (defined as an party other than the Released Parties or me), with respect to any and all property damage, personal injury and/or death arising from the attributable to my participation in a Forge sponsored Equipping Program, except to the extent such property damage, personal injury and/or death is attributable to the action or inaction of one or more of the Released Parties or a third party.

## 3. Authorization for Medical Care

I understand and acknowledge that Forge does not provide health insurance for me, except for travel insurance which Forge may, in its sole discretion, choose to obtain. I agree that it is



necessary for me to maintain insurance. I hereby certify that I am covered by a personal or group insurance plan, the policy name and number of which I have listed below, for hospitalization and medical expenses.

In case I am in need of any necessary medical or surgical treatment to protect my health and welfare while participating in a Forge sponsored Equipping Program, I authorize and agree to allow any authorized agent or employee of Forge to consent to and authorize the administering of any such necessary medical and/or surgical treatment. I acknowledge and agree that the release of liability, hold harmless and indemnification provisions set forth in Section 2 above shall apply to any authorization and consent to medical or surgical treatment on my behalf made by Forge or its authorized agents or employees. I further agree to be personally responsible for all costs of medical treatment and services, including emergency services, as may be authorized by an authorized agent or employees of Forge.

#### 4. Miscellaneous

In the event any provision of this Release is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Release had been executed with the invalid provision eliminated. I understand and agree that this Release is intended to be as broad and inclusive as permitted under applicable law.

The undertakings and covenants of this Release shall be binding upon me, my family, my heirs, next of kin, legal representatives, beneficiaries, successors, and assigns. This Release shall be interpreted in accordance with the laws of the State of Colorado. The terms of this Release are contractual and not a mere recital.

This Release shall be effective and binding upon me. I have read this Release and understand its terms. I further represent I am at least (18) years of age and am not a minor in the State of residence or, if I am a minor in such State, that my parents or guardian have signed this form in the "Consent" section below.

Signature of Participant: \_\_\_\_\_  
Printed Name of Participant: \_\_\_\_\_  
Date: \_\_\_\_\_

If participant is under 18, parent or legal guardian signature is required:

Signature of Parent/Legal Guardian: \_\_\_\_\_  
Printed Name of Parent/Legal Guardian: \_\_\_\_\_  
Date: \_\_\_\_\_