

THORNE NATURE EXPERIENCE:  
ACKNOWLEDGMENT & ASSUMPTION OF RISKS AND RELEASE & INDEMNITY AGREEMENT



INTRODUCTION

**Please read this entire Acknowledgment & Assumption of Risks and Release & Indemnity Agreement (hereafter, “Document”) carefully before signing.** All adult participants must sign this Document. A parent or legal guardian (hereafter collectively “parent”) must sign if the participant (including paid or volunteer leaders) is under 18 yrs. of age (hereafter sometimes “minor” or “child”). In consideration of the services of Thorne Nature Experience, the entity owning (or having a right to use) the property/facilities upon which the activities takes place, and each of their respective owners, members, managers, officers, directors, employees, agents, representatives, volunteers, contractors and all affiliated persons or entities and their successors and assigns (individually and collectively referred to in this Document as “Thorne”), **I (participant and/or parent of a minor participant on behalf of themselves and their minor participant) acknowledge and agree as follows:**

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Participating in Thorne educational, instructional, recreational and/or adventure activities includes risks. These activities can be day or multi-day, take place indoors or outdoors and be located on public and/or private land inside or outside Colorado. Activities may include, but are not limited to: walking or hiking (on and off trail); backpacking or camping; rock scrambling or bouldering; fishing; biking (on and off trail); training in outdoor ethics or wilderness survival or animal tracking skills; scientific experiments or data collection; educational games; arts and crafts; service projects (including landscaping, facilities maintenance); training in environmental education skills; use of any equipment, facilities or premises and transportation, including field trips, in buses, vans, cars and other vehicles to and from activities (collectively referred to in this Document as “activities”). These activities may be scheduled or unscheduled, supervised or unsupervised, led by Thorne staff or its contractors, and include activities undertaken during participant’s free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this document as “risks”) of these activities can cause injury, disability or death to participant or others and/or damage or loss to property of participant or others. Listed below are some, but not all of the risks.** A minor participant’s parent agrees to discuss the nature of the activities and risks with their child and gives their child permission to participate in all activities and field trips (unless otherwise designated in writing during the registration process), including permission to be transported in a Thorne owned or leased school bus or van or with advanced notice to ride in a vehicle owned or operated by a Thorne staff member, volunteer or participant or the parent of a Thorne participant.

**Risks present in an outdoor or wilderness environment.** These risks include travel in high altitude and mountainous terrain. Participants may be subject to storms, including lightning, strong winds, rain or snow; falling or unstable rocks; hot or cold weather or water; wildfire or smoke from wildfire; falling or fallen timber; stinging, venomous and/or disease carrying animals, insects or microorganisms (alive or dead); poisonous plants; wild animals and other natural or man-made hazards. Hazards may not be marked or visible and weather is always unpredictable.

**Risks associated with any outdoor or athletic activity.** These risks include the risk that a participant may overestimate his/her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks or trees or encounter other water/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control his/her speed or experience equipment malfunction.

**Equipment risks.** The risks include the risk that equipment can be misused, or can break, fail or malfunction. Equipment includes participant’s personal equipment, Thorne equipment or any other equipment. Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with their parent/s, for choosing appropriate equipment and for the fit and condition of their equipment. If participant is using safety gear, such gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear. **Thorne equipment comes “AS-IS,” and Thorne disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment, property or facilities.**

**Risks involved in judgment and decision-making.** These risks include the risk that a Thorne staff member, representative, contractor, coparticipant or other party may misjudge a participant’s (or other’s) capabilities, health or physical condition (including fitness level), or misjudge some aspect of weather, terrain, water conditions, instruction, assistance or medical treatment.

**Personal health and participation risks.** The risk that participant’s mental, physical or emotional condition (including any use or abuse of prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these activities, could result in injury, disability or death to a participant or others or damage or loss to property. Participant may need to consult with a physician before participating; it is participant’s (and a minor’s parent’s) responsibility to consider whether these activities are appropriate for participant.

**Geographic location risks.** Activities may take place in remote locations, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Although Thorne staff or contractors may have communication devices (including cell phones or satellite transmitters), use of these devices in outdoor, mountainous and/or wilderness terrain is unreliable and inconsistent.

**Service project risks.** Participating in service projects can include risks associated with activities such as building, digging, lifting, painting, construction, landscaping and clean-up projects. Projects may include the use of tools and equipment (i.e. saws, power tools, axes, ladders) that can cause injury resulting from use, misuse or malfunction.

**Camping risks.** Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. All water from natural sources may be contaminated and should be disinfected, filtered or boiled before use.

**Premises risks.** Risks include slippery walkways, trails, and boardwalks, uneven ground, ruts, boulders, a wetland, and other conditions existing in and around the property. Participants may engage in Thorne chores using Thorne tools and materials.

**Free time risks.** Participants will have free and/or independent unsupervised time before, during and after the start of activities and at various other times. During both supervised and unsupervised activities, **all participants share in the responsibility for their own well-being and agree to obey all Thorne rules and policies.**

**Risks regarding conduct.** Risks include the potential that the participant or other individuals may act carelessly or recklessly.

**These and other risks may result in participants:** falling partway or falling to the ground; being struck; colliding with or impacting objects or people; experiencing vehicle collision, capsiz or rollover; getting caught or entangled in objects above or below water; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, insect or animal bites, cuts or wounds or other injury, damage, death or loss.

**I understand that the information provided in this Document, including in the Risks listed above, is not exhaustive, other unknown or unanticipated activities, risks, and outcomes may exist, and Thorne cannot assure participant’s safety or eliminate any of these risks.**

**I (participant and/or parent of a minor participant) further acknowledge and agree as follows:**

1. to review all Thorne information received, accurately complete all requested information, and abide by Thorne rules and policies;

