



COLORADO ASTROPHOTOGRAPHY

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to participate in nighttime photography workshops and other related activities (collectively, the “Activity”) provided by Colorado Astrophotography LLC, a Colorado limited liability company (the “Company”). In consideration of my participation in the Activity either now or in the future, and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this agreement (this “Release”).

1. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. I am also aware of the contagious nature of bacterial and viral diseases, including but not limited to COVID-19, the collectively, the “Disease”) and the risk that I may be exposed to or contract the Disease by engaging in the Activity, which may result in illness, personal injury, psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that while the Company has implemented measures to reduce the risk of injury from the Activity and the spread of the Disease, the Company cannot guarantee that I will not be injured or become infected with the Disease or other infectious diseases during my participation in the Activity and that being on the Premises and engaging in the Activity may increase my risk of contracting the Disease. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its employees, agents, affiliates, successors, and assigns (collectively, “Releasees”) on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributable to my participating in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

3. I confirm that at the time of each Activity I participate in, I: (a) am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) am not experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 10 days with a person who has been confirmed to have or suspected of having the Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and the Disease while participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, 2 recommendations, and cautions of the Company at all times during the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Activity.

4. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers incurred by/awarded against the Company or any other Releasees in a final non-appealable judgment, arising out of or resulting from any claim of a third party related to my participating in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.



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5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services and understand that Company is not a medical or healthcare professional.

6. This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Further I hereby consent and agree that this Release applies to all current and subsequent Activities I participate in with the Company regardless of whether the Activity is performed on the date of this Agreement or in the future. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Denver County, Colorado and I hereby consent to the exclusive jurisdiction of such courts. [SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE.

[SIGNATURE PAGE FOLLOWS]



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Signed: _____

Printed Name: _____

Address: _____

Date: _____

***I give Colorado Astrophotography permission to use any photos taken of the experience for promotional purposes.**

YES

NO

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed: _____

Printed Name of Parent or Legal Guardian: _____

Address: _____

Date: _____