



Camp Always Choose Adventures
300 Swamp Angel Lane
Central City, CO 80427
720-331-2499

Acknowledgement of Risk and Release of Liability Form

By entering Camp Always Choose Adventures or participating in any Always Choose Adventures events, activities, clinics, or programs, you are agreeing to the following terms:

Camp Always Choose Adventures is a program of the 501(c)(3) nonprofit Always Choose Adventures (ACA).

Our Mission is to Break Barriers to Bring the Outdoors to Everyone. At Camp ACA, we strive to offer a peaceful, secure, and thrilling outdoor experience to those who might not have the background, expertise, or equipment. We are dedicated to eliminating obstacles to provide our community with the chance to enjoy the great outdoors.

Camp ACA is a fully off-grid outdoor educational campground located in the Rocky Mountains of Colorado on an old gold mine claim named Swamp Angel Lode. Our purpose is to provide outdoor recreational educational clinics, equipment, and the fundamentals of camping and backpacking to our visitors.

Supervision Requirement: You are required to supervise your children or clients at all times while at Camp Always Choose Adventures.

Quiet Hours: 10:00 PM - 7:00 AM

Important Guidelines:

- 1. Pack Out Policy: Please pack out all trash and items brought up during your stay. Do not leave food, supplies, or other items behind.**
- 2. Food and Supplies: We offer disposable eating items such as Mountain House or other backpacking meals. However, you are encouraged to bring your own supplies.**
- 3. Health and Safety: If you are sick or have been exposed to COVID-19, please stay home and cancel your reservation.**
- 4. No Drugs or Alcohol are allowed at Camp Always Choose Adventures.**
- 5. Water: There is no water available at the campground; guests must bring their own water for drinking, cooking, and washing.**
- 6. RV Policy: NO RVs are allowed at the campground.**
- 7. Clean-Up: Please clean up your area and pack out all trash before departure.**
- 8. Pets: Well-behaved pets are allowed but must be kept on a leash.**
- 9. Vehicle Security: Keep your vehicle doors locked and personal items in a safe place. Always Choose Adventures/Camp ACA is not responsible for any lost or stolen items.**
- 10. Non-Smoking Property: Camp Always Choose Adventures is a non-smoking property. You will be asked to leave if we find your cigarette butts.**
- 11. Safety Around Gold Mine: The property includes an old gold and silver mine. By making reservations, you acknowledge the need to keep children, pets, and yourself safe and away from the gold mine.**
- 12. Winter Preparedness: During winter months, be prepared with winter camping equipment due to potential storms.**

13. **Emergency Procedures:** In case of emergency, refer to the guest book for instructions and the location of the nearest emergency facility.
14. **Cell Phone Coverage:** Cell phone coverage may be limited depending on your provider and location.
15. **Internet Access:** Use our Starlink to connect: Network Name: Always Choose Adventures. Password: No Password Needed.
16. **Weather Policy:** There are no refunds for weather conditions. Please plan for various weather scenarios, as we are at 9,300 feet above sea level in the Rocky Mountains and experience different weather than Denver. Check our pinpoint forecast and dress accordingly. Contact us if you have questions.

What's Provided with Your Stay:

- Tent
- Port-A-Pot Restrooms
- Wash Basin
- Community Campfire and Wood
- Community Cooking Area
- Cleaning Materials
- Paper Towels
- Cooking Equipment
- Jetboil
- Headlamp
- Solar String Lights
- Camp Table with Attached Chairs
- Hammocks

Not Included:

- Pillow
- Sleeping Bag
- Sleeping Pad
- Drinking Water
- Cleaning Water

Contact Information:

Phone: 720-331-2499

Website: [Always Choose Adventures Terms & Conditions](#)

Acknowledgement of Risk and Release of Liability Form

1. Acknowledgement and assumption of risk

I understand that any and all ACA Activities may be hazardous and may result in severe injury, loss, damage, infection, disease, or death. I understand that I am solely responsible for my own safety, and for taking every precaution to provide for my safety and well-being, while participating in ACA Activities. I understand that my skills will be challenged during ACA Activities. I understand that I am solely responsible for assuring that my physical conditioning, skills, training and equipment are adequate for me to participate safely in ACA Activities. I understand that the ACA has no obligation to sanitize locations or equipment or provide medical care, and has not undertaken the responsibility to do so. I understand that the ACA is not a guide service. I understand that many ACA Activities are led by volunteers whose abilities, skills, equipment and actions are not independently controlled or verified by ACA. I understand that ACA Activities involve inherent, serious risks and dangers that are impossible to know or predict, including but not limited to: narrow or nonexistent trails; rough, exposed, unstable, steep or slippery terrain; high-altitude illness; lightning; cold weather; avalanches, icefall or rockfall; wild or venomous/poisonous animals, insects or plants; dangerous river or water crossings; fires or floods; exposure to infection, illness and diseases; other forces of nature; equipment malfunctions or failure; extreme remoteness from medical facilities or rescue; travel by motor vehicles or other conveyance; acts or omissions by ACA, its employees, agents, instructors, volunteers or members; and acts or omissions by other activity participants. I understand and have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily and freely choose to assume such risks.

2. Release of liability

I **fully and forever release and discharge** ACA, its volunteers, employees, agents, partners, leaders, instructors, members, guides, officers, directors, representatives, owners or operators of ACA Activities, gear, facilities, equipment and vehicles, and all others involved in ACA Activities (the "Released Parties") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in, use of, or attendance at any and all ACA Activities, including use of the ACA gear library and social media, and including transportation related to ACA Activities, even if it is due to the negligence or other fault of the Released Parties.

3. Covenant not to sue

I will not initiate any lawsuit, court action, or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of injuries (including death), illness, infection, disease, losses, or damages sustained by me or others in connection with my participation in, use of, or attendance at any or all ACA Activities, and I waive any right I may have to do so. **This means that I cannot sue to hold the Released Parties responsible for any injuries, losses, illness, infection, diseases or damages that I may experience related to ACA Activities, even if due to the negligence or other fault of the Released Parties.** I waive my insurers' right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means that my insurers have no right of subrogation against the Released Parties. If any portion of this covenant not to sue is held to be invalid or unenforceable, I agree that the venue of any lawsuit shall be the City of Centennial, Arapahoe County, Colorado, and that, irrespective of any otherwise applicable choice-of-law statute, law or provision, Colorado statutory and substantive law shall apply to any such lawsuit.

4. Indemnification and hold harmless

I will **hold harmless, indemnify, defend and reimburse** the Released Parties from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, injury (including infection, illness, disease or death), loss, or damage sustained by me or others in connection with my attendance at, use of or participation in any ACA Activities, including use of ACA gear or social media, and including transportation related to ACA Activities. This means that I will defend and reimburse the Released Parties if anyone makes a claim against them based on injuries, illness, infection, disease, losses or damages I may suffer, or based on injuries, illness, infection, disease, losses or damages by others based on use of ACA gear that I have checked out of the ACA gear library, or any other type of participation in ACA Activities.

5. No insurance

I understand that ACA and others involved in ACA Activities do not provide me with any insurance, including life, medical, motor vehicle, or liability, for any illness, infection, disease, accident, injury, loss, or damage that may arise in connection

with my participation in, use of, or attendance at any ACA Activities. If I want insurance of any kind, I must obtain my own insurance. I will pay my own medical emergency expenses and all subsequent medical expenses associated with any illness, accident, or injury in connection with any ACA Activities.

6. Publicity release

Photography, webcasting, and audio/video recording may take place at ACA events. I consent to be webcast, broadcast, filmed, videotaped, photographed and/or recorded as a member of the audience, a willing participant, and/or a ticket holder. I authorize ACA to use all past, present, and future images, likenesses, names, voices and all reproductions in any media forever, in any location, by ACA or its licensees, and I waive any rights of privacy or publicity related to such uses. I also release, indemnify, defend and hold harmless ACA, its affiliates and licensees from any liability for loss or damage to persons or property arising from such uses.

7. Additional terms and conditions

ACA has additional terms and conditions for the use of its services and benefits, including ACA's commitments to non-discrimination, prohibition of controlled substances, requirements to follow trail rules, requirements for using the ACA gear library, and requirements for participation in ACA events and posting on ACA social media. I agree to comply with all of ACA's terms and conditions for the use of its services and benefits, and I release ACA and the other Released Parties if I/we fail to do so.

8. Validity

I intend this Release to apply in connection with any ACA Activities at any time and anywhere in the world. I further understand and agree that payment of ACA membership fees and/or use of the ACA gear library constitutes additional, independent acceptance of all of the terms of this Release. If any portion of this Release is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Release supersedes any oral or written statements made by or to me at any time by anyone in connection with any ACA Activities. I understand that I cannot terminate, cancel, or revoke this Release for any reason.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I UNDERSTAND THAT BY AGREEING TO THIS ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASED PARTIES. I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.

Signature

Date

Printed Name: _____

Address: _____

Phone: _____

Email: _____

FOR ANY MINOR (A PERSON UNDER 18 YEARS OLD), THE MINOR'S PARENT OR GUARDIAN MUST ALSO AGREE TO THE PROVISIONS ON PAGE 3 OF THIS RELEASE.

Parent/Guardian Permission Slip and Release of Minor's Claims

Participant's Name: _____

Participant's Age: _____

Emergency Contact: Name: _____

Mobile Phone: _____

I am the parent or legal guardian of a minor participating in ACA Activities (the "Participant"). I hereby permit the Participant to participate in ACA Activities with or without my attendance. In addition, on behalf of the Participant, myself, the Participant's parents or guardians, heirs, estate, insurers, assigns and anyone else who may make any claim for or on behalf of the Participant, I hereby irrevocably and unconditionally:

1. Agree to all of the terms of the above Acknowledgement of Risk and Release of Liability ("Release"). I understand and agree that **all provisions of the above Release, including but not limited to the Covenant Not to Sue and the Validity clauses, are incorporated herein by reference and apply to this Parent/Guardian Agreement as well.**
2. Agree to cause the Participant to comply with the terms of the above Release, and to review with the minor the risks and understandings set forth in the "Acknowledgement and Assumption of Risk" paragraph above prior to the minor's participation in any ACA Activities.
3. Agree not to take any actions that would assist or cause the Participant to invalidate, renounce, negate, revoke, or disclaim any part of the Release.
4. Agree to hold harmless, indemnify, defend, and reimburse the Released Parties described in the Release from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by any of them to any person (including the Participant or insurers) in connection with any accident, injury (including death), illness, infection, disease, loss, or damage arising out of the Participant's attendance at or participation in or use of any ACA Activities (as defined in the Release), including use of the ACA gear library and transportation related to the ACA Activities.
5. Authorize and permit ACA, its employees, agents, volunteers, instructors and members to administer first aid to the Participant, emergency transportation, and any other medical treatment performed by physicians, paramedics,

and other medical personnel, in the event of any illness, infection, disease, accident or injury to the Participant during or in ACA Activities.

I HAVE READ THIS PARENT/GUARDIAN PERMISSION SLIP AND RELEASE OF MINOR'S CLAIMS AND THE PRECEDING ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY CAREFULLY. I FULLY UNDERSTAND THEIR CONTENTS AND I VOLUNTARILY AGREE TO THEIR TERMS.

Signature

Date

Printed Name: _____

Address: _____

Phone: _____

Email: _____