



**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 by participating in any Always Choose Adventures events, activities, clinics or programs you are agreeing to the following terms.**

**Camp Always Choose Adventures, a program of the 501c3 nonprofit Always Choose Adventures or ACA.**

**Our Mission is to Breaking 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're dedicated to eliminating obstacles in order to give our community the chance to enjoy the great outdoors.**

**Camp ACA is a fully off-grid outdoor educational campground. We are located in the Rocky Mountains of Colorado on an old Gold Mine claim named Swamp Angel Lode. The purpose of Camp Always Choose Adventures is to provide outdoor recreational educational clinics, equipment and the fundamentals of camping and backpacking to our visitors.**

**Camp Always Choose Adventures requires you to have your children or client in your supervision at all times.**

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

**Please read:**

**Pack out all trash and anything brought up during your stay, please do not leave food, supplies or other items behind.**

**We will offer disposable items for eating, such as Mountain House or other various Backpacking Meals. However, you are encouraged to bring your own supplies.**

**If you are sick or have been exposed to COVID 19, please stay home and cancel your reservation.**

**There is no water; guests must provide their own water for drinking, cooking and washing.**

- **NO RVs are allowed at the Campground.**
- **Please pack out all trash and up your area before departure.**
- **Well behaved pets are allowed on leash.**
- **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.**
- **Camp Always Choose Adventures is a non-smoking property.**
- **This location is a unique off-grid property that has an old gold and silver mine on the property. By making these reservations you understand you must keep your children, pets, and yourself safe and away from the Mine.**
- **During the winter months, visitors should be prepared with winter camping equipment in the event of storms.**
- **In case of emergency there is a guest book of instructions of what to do including the location of the nearest emergency facility.**

- Cell phone coverage may be limited depending on your cell phone company provider or location.
  - Use Our Starlink to connect: Network Name: Always Choose Adventures. Password: No Password Needed
- There are no refunds for weather. Please plan for various weather conditions. We are at 9,300' Feet Above Sea Level in the Rocky Mountains of Colorado and have different weather than Denver. Here is our pinpoint [Forecast](#). Please dress accordingly and check with us beforehand 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: 720-331-2499**

**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: \_\_\_\_\_