

PROGRESH

RELEASE AND WAIVER OF RIGHTS

PLEASE READ CAREFULLY. YOU ARE REALEASING LIABILITY AND WAIVING RIGHTS.

1. RELEASE OF PROGRESH (defined below). In consideration of being able to use Progresh facilities, I (and my heirs) hereby agree to release Front Range Freestyle Facility, LLC d/b/a Progresh ("Progresh"), its owners, directors, employees, volunteers, representatives, insurers and affiliated organizations/companies for any liability for injury, death or property damage arising from any activity on the premises of Progresh or during an activity organized, run or sponsored by Progresh off the premises.

2. VOLUNTARY ASSUMPTION OF RISK. I acknowledge that any activities at Progresh's facilities and any off premises activities run by Progresh are dangerous and involve known and unknown risk of serious injury or death. The risks include, but are not limited to: equipment failure, improper use of equipment, improper use of facility and features, improper construction or maintenance of facility or features, failure to follow safety procedures, failure to follow instructions, horseplay, reckless stunts or actions, harm from other Progresh guests or Progresh employees, unsafe coaching methods, improper safety procedures, slipping, falling, natural and manmade hazards, surface environmental conditions, uneven and/or slippery surfaces, collisions with natural and manmade objections, collisions with other people including but not limited to other Progresh guests and Progresh employees, my condition, accidents, improper instructions, tripping, falling, inclement or dangerous weather, natural conditions, vehicle accidents during trips, natural or manmade dangers during trips, and being left behind or lost on trips.

3. MY DUTIES. I agree to obey all posted signs. I agree to inspect and become familiar with all facilities before I use them. I agree that I will not do any activities that are beyond my abilities. I agree to visually inspect the area before engaging in any activities. I agree to wear the appropriate clothing and safety equipment.

4. INDEMNIFICATION. I agree to fully defend, indemnify, and hold harmless (and pay all legal fees and costs for) Progresh from any lawsuits or claims brought by any third persons that involve, in any manner, my actions, omissions or negligence.

5. MEDICAL CARE CONSENT. I authorize Progresh to call for medical care and/or transport me if in the opinion of its personnel such care is needed, and I will pay all costs associated with medical care and related transport, and release, defend, and indemnify Progresh for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including claims regarding failure to provide medical care and/or transport).

6. ONGOING RELEASE. I agree that this Release covers all activities and each and every time I am at Progresh without requiring me to sign another form for each new day or activity.

7. USE OF MY LIKENESS. I agree that Progresh, without compensation, may record and publish photographic images, videos or audio of participants for promotional materials and/or activity/event reporting events.

8. MEDIATION AND VENUE. I agree that any and all claims against Progresh or related to this Release are governed by Colorado law, and the exclusive jurisdiction shall be in Adams County courts. In the event of any claim or dispute with Progresh, I must first participate in a mediation with Progresh before filing suit.

I FULLY UNDERSTAND THE TERMS OF THIS RELEASE.

DATE: _____, 20____

Name of Participant

Signature of Participant

AGE/Birth Date

Print Name of Parent/Guardian of Minor Participant

Signature of Parent of Legal Guardian

I am signing this on behalf of the minor participant and I represent that I am the legal parent or guardian. I agree that both I and the minor participant are bound by the terms of this Release

Emergency Contact (Name & Relationship)

Contact Telephone Number

Email Address