UNIVERSITY CORPORATION FOR ATMOSPHERIC RESEARCH

ACTIVITY RELEASE

“Activity:”______________________________________ Date: ___________________

“Participant:”_____________________________________________________________

Division/Program: ______________________________________________(if applicable)

Participant desires to participate in the Activity (defined above), which has been organized by the Released Parties (defined below). Participant acknowledges that the Released Parties are not officially sponsoring the Activity nor are they responsible for supervising the Activity or otherwise ensuring the safety of the Activity.

Participant's participation in the Activity is voluntary and Participant understands that he will be involved in an Activity that may involve substantial and serious risks and danger of bodily injury, including, without limitation, permanent disability, paralysis, death, and property damage. Such risks and dangers may be caused by, among other factors, action or inaction of Participant, action or condition of Participant, the condition in which an Activity takes place, the condition of the premises on which an Activity occurs, condition of any equipment used in an Activity, the negligence of the provider or supervisor of the Activity or the negligence of the Released Parties named below. Participant fully accepts and assumes all risks and responsibilities for losses, costs, and damages incurred in participation in any of the Activity.

Participant, on behalf of himself, his spouse, children, family members, agents, and representatives completely and unconditionally RELEASES, FOREVER DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND HOLD HARMLESS the University Corporation for Atmospheric Research, and its related companies, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (each jointly and severally considered one of the Released Parties) from all liabilities, claims, demands, losses, and damages, including attorneys’ fees and costs, arising, directly or indirectly, out of the Activity, whether or not caused or alleged to be caused in whole or in part by the negligence of any of the Released Parties, or otherwise, and whether such losses or damages can be anticipated or not and including any damages, attorneys fees or costs incurred to enforce this Agreement.

Participant represents by signing below that he has read and fully understands the terms of this Activity Release and has voluntarily and freely entered into this Activity Release.

___________________________________________
(Signature)

___________________________________________
(Street Address)

___________________________________________
(City, State, Zip Code)

___________________________________________
(Phone Number)

August 2002 OGC