

**PROGRESH**  
**RELEASE AND WAIVER OF RIGHTS**

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

1. In consideration of being able to use Progresh (as defined below)'s facilities and services, I hereby agree to release and hold harmless Front Range Freestyle Facility, LLC d/b/a Progresh, and all of its affiliated organizations and companies, each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, members, managers, officers, directors, and shareholders (collectively referred to in this Release as "Progresh") for any and all liability and/or claims for injury or death or damage to property arising in any way from any activity on the premises of Progresh or during an activity organized, run or sponsored by Progresh off the premises. Reference to activity or activities in this Release include, but are not limited to, Skiing, Snowboarding, BMX, Skateboarding, Classes, Lessons, Camps, Instructions, Intro sessions, Drop in sessions, Gymnastics, Conditioning, Crossfit, Parkour, Exercises, Interactions with Progresh Employees, Field Trips, Camps, Rental of Progresh Facilities and Equipment, using features (including but not limited to the Big Air Jump, the Cliff Drop, the Rail and Jib Park, the Learning Slope, the Tumbling Section, the Skate Features, and Trampolines), and all other activities on Progresh's premises, or off the premises that are organized, run or sponsored by Progresh.

**2. I agree not to sue and agree not to bring any claim(s) against Progresh on any basis, including but not limited to, claims of negligence, negligence per se, premises liability, or breach of warranty. I understand that this Release includes a release of all claims even if they involve statutory violations or the negligent action or inactions of Progresh.**

3. I acknowledge that any activities at Progresh's facilities or organized, run or sponsored by Progresh involve both known and unknown risks. The known 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 obstructions, 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.

I voluntarily assume the risk of injury and/or death.

4. I agree that I will be personally liable for and will pay all reasonable attorneys' fees and costs incurred by Progresh in defending any lawsuits or claims covered by this Release or any activity of mine with Progresh. I agree that under no circumstances will Progresh ever be responsible for any of my attorneys' fees.

5. 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 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 and use appropriate safety equipment.

6. 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).

7. I agree that this Release covers all activities and each and every time I am at Progresh or doing any activity organized, run or sponsored by Progresh, without requiring me to sign another form for each new day or activity.

8. I agree to fully defend, indemnify, and hold harmless Progresh from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.

9. By signing this, I represent that I am at least 18 years of age, or, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.

10. If I am signing as the parent or guardian, I agree that I am signing this on behalf of the minor participant. I further agree that both I and the minor participant are bound by all the terms of this Release, and both I and the minor are considered "I" in all the clauses of this Release.

11. I agree that any and all claims for injury or death against Progresh or related to this Release in any way shall be governed by Colorado law, and the exclusive jurisdiction of any such claim shall be in Adams County District or County Court, or the Federal Court for the State of Colorado.

12. This Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable. I agree that this Release shall be binding upon my assignees, subrogors, heirs, next of kin, executors, and personal representatives.

13. **I have read and fully understand the terms of this Release. I confirm that I voluntarily agree to the terms of this Release and I voluntarily agree to participate in the activities with Progresh.**

Executed on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
AGE – Birth Date

\_\_\_\_\_  
Print Name of Parent/Legal Guardian of Minor Participant

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Emergency Contact (Name & Relationship)

\_\_\_\_\_  
Contact Telephone Number