Information and Agreement to Write a Release for You.

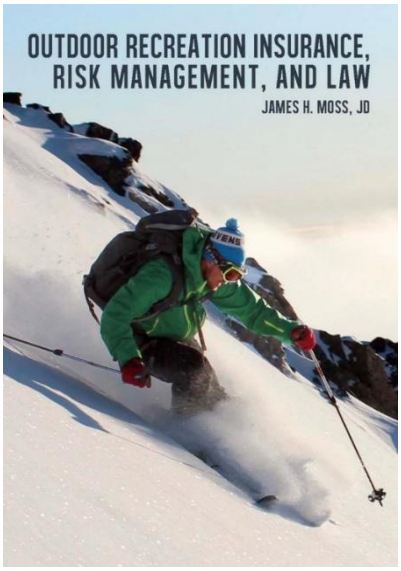
Print Legibly Please! Cross Out the Sections that Do Not Apply to You.

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My Book

Outdoor Recreation Insurance, Risk Management, and Law



Free Shipping if Purchased with legal services.

Terms and Terminology

Not all of these terms may apply to your situation, program, or business

Agent: An agent is someone who is working on behalf of another person or business. Their authority comes from the principal and is defined by the principle.

Booking Agency/Agent: A booking agent is someone who arranges meals or activities for their guests. An example you run a commercial campground or resort, and you set up trips for your guests to go whitewater rafting or sailing; you are a booking agent. It does not matter if you are receiving money or a commission from third parties.

Commercial Campground: a location where you allow camping for a fee. You are responsible for the land or have a lease to operate the campground, including from the US Forest Service or National Park Service.

Commercial Use: All Federal Land managers (NPS, USFS, BLM, USFWS, etc.) require any user to have a commercial permit if they are operating on federal land (or water), and any person in the group is receiving any compensation for the activity or trip. Many State, Local, City, and/or County parks and open spaces require permits nowadays for commercial use. Commercial use is defined differently by each land manager; however, in most cases, the use is simply someone being paid to be on the land.

Concession: a permit, agreement, or contract to sell items at a fixed location to the public. This may also include a place in a campground or other location to sell food and sundries.

Concessionaire: Someone (or a business) who has been issued a Concession Contract to engage in commercial activities on National Park Service land.

Consumer: a person coming to you to buy your product or to hire you to perform a service. Consumers are protected by State and Federal Consumer protection laws. Elderly consumers, over age 65, in general have more laws providing them with protection.

Guests, Participants, and Minors are Consumers.

Corporation: the older type of business entity. Corporations have shareholders and officers. Corporations are required to have an annual shareholder meeting and at least quarterly board meetings. Failure to follow all corporate formalities can result in piercing the corporate veil or the loss of the legal protection provided by the corporation.

EMS: Emergency Medical Services, the response system when you call 911.

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Foreign Business: an operation based in another country that does enough business with US clients, has a business or office in the US, or has enough contacts in the US to be brought into a US court to be sued.

Foreign operation: Business based in the US doing business in other countries.

Guest: A guest is someone paying you to take them on a trip or to experience your activity.

Guide: a guide is a volunteer or an employee (including you) who will be leading or identified by the guest as a leader of the group.

International: Operating outside of the United States. You are international if you are based in Canada, Mexico, Europe, etc.

Land Owner: the person holding legal title to the land, whether an individual, couple, family, or corporate entity

Limited Liability Company (LLC): This type of entity is more effective in stopping lawsuits. LLCs are easier to set up and do not require all of the formalities of a regular corporation. LLCs do not have shareholders or officers. They have Members and Manager(s).

Manager: person(s) delegated with the responsibility to make decisions and run a limited liability company.

Member: is someone who is an investor in a limited liability company. They may or may not have the power to make decisions. Members are NOT shareholders and do not have the same rights as shareholders.

Minor: someone under the age of 18 or 19 if you are operating in Alabama or Nebraska, or 21 in Mississippi)

NPS: National Park Service

Non-Profit: In the US, a non-profit is an organization, corporation, LLC, trust, etc., which has a purpose other than to make money. To qualify for non-profit status with the IRS, the non-profit must have a charitable purpose. In most states, non-profits have some protection from lawsuits, but all should still use a release.

Non-Governmental Organization (NGO): Most other countries do not have non-profit organizations and are classified as NGOs. They differentiate themselves from the government and normally have a charitable function. The US does not have NGOs.

Officer: a person with the authority to make decisions concerning the corporation, business, LLC, etc.

Outfitter: a company in the business of taking guests out into the wilds, wilderness, backcountry, or down rivers, across lakes, etc. Taking guess places, they normally do not visit or are different from the area where they live. An Example of an outfitter is a rafting company taking guests down a river with whitewater, a mountaineering company guiding guests up to the tops of mountains, or a trekking company leading guests to areas they might never have been before.

Participant: A participant is someone paying you to take them on a trip or to experience your activity.

Partner: someone who is a manager, boss, officer, and equally liable as all other partners for any liability of the business. You do NOT want to operate your outdoor industry business as a partnership.

Partnership: An organized group of people doing business as a partnership. Partners are equally liable for the debts and liabilities of other partners. A partnership is the worst form of entity for operating an outdoor recreation business. You do NOT want to operate your outdoor industry business as a partnership.

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Permit: authorization by the US Forest Service, and/or some State and/or Local parks or open spaces to use the space commercially. Without the permit for use, you are trespassing.

Recreational Use Statute: A statute (law) enacted in all fifty states, to different degrees, prevents a landowner from paying for the injuries or losses of someone who comes upon their land and is injured on the land. To be effective, the landowner cannot charge for the recreational use of the land. The effectiveness of Recreational Use Statutes varies from state to state.

Renter: someone who is renting the gear, equipment, or transportation (that they control) from you. Similar to a Guest or Participant

Rep: independent contractor paid by commission to sell products of a manufacturer.

Retailer: A retailer establishment, licensed to do business in the city, state, and county where they are located, in the business of selling, renting, repairing, and/or servicing equipment, gear, or rental products.

Shareholder: is an investor with no responsibilities or duties in your business

Third Party: someone who is not you or your guest/client/customer. A third party is someone you send your guests to for entertainment or who provides services to your guests, such as transporting them somewhere. You need to make sure your guests always understand that you are not responsible for the third party.

Travel Agent: A specialized agent who sells travel to consumers. Their authority is defined by the airlines, hotels, resorts, etc.; they are selling and are very limited.

USFS: United States Forest Service

Volunteer: someone not being paid to work for you but provides volunteer time and work for something other than a paycheck. This might be a lift ticket, the ability to go along for the trip, etc. You have the same liability for a volunteer that you have for an employee. Volunteers have some protection from the State and Federal Volunteer Protection Acts.

Please review every section of this form and complete any section that the title may not apply to you, but that is a service, business, or program you may offer. Color blocks indicate sections that are part of the main section.

Complete the information for the services or programs you offer now or are planning to offer in the future, over the next three years.

Upon Receipt of your information, a draft release will be sent to you within 2 weeks. If you need your release faster, please let me know when you return this form. Normal processing from receipt of this form to a completed document is thirty (30) days or less.

The purpose of this form is to collect information, NOT to make a judgment on what you do or have. Don't worry about your answers; answer honestly, and if you have questions about an answer, please let me know. We want to find, identify, and protect you from the risks to your guests and you. This form is not meant to imply that you are doing anything right or wrong!

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Please Write Legibly

Business/Organization Information

Your Name: _____

Title: _____

Phone Number: _____ Email Address: _____

Legal Name of Business: _____

Name the Business does business as: _____

Address & County of the business: _____

The legal address of the business: _____

Address & County of other Locations: _____

_____

_____

How long has the business been operating (doing business)? : _____

Type of Business: ☐ Sole Proprietorship ☐ Partnership ☐ LLC ☐ Corporation

Are you a Non-Profit ☐ Yes ☐ No

If you are a non-profit, have you been recognized as such by the IRS? ☐ Yes ☐ No

Have you been recognized by your state tax entity as a non-profit? ☐ Yes ☐ No

State Entity/Business is registered in: _____

Countries you do Business in: _____

Website: _____

Do you plan to use this Release Online? _____

Will you need to use paper copies of the release? _____

Do you have a Deadline for this job? _____ ☐ **Yes** ☐ **No**

What is that deadline? _____

Why? _____

This Questionnaire Does Not Cover the following:

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Non-Profits, Clubs, or Social Groups

Operations under a USFS, NPS, BLM, or other Federal Concession or Permit

Outfitters and Guides

Whitewater Rafting and Paddlesports

Paddlesports Livery Operations

Scuba Diving Operations

Pools, Water Parks, Lakes & Streams

Sites with No Lifeguards

Ocean Events

Therapy or Counseling

Challenge Course, Ropes Courses, or Zip Lines

Climbing Gyms and Rock Climbing

Landowners

Commercial Campgrounds

Events

Retailers

Independent Sales Reps

Personal Training

Winter Sports

Cycling Tours

First Aid Instruction

Dealing with Disabled Guests

Hiking, Birding, or Exploring

Caving

Sports leagues

Summer or Day Camps

Working with youth (minors)

Yoga Instruction

Motorized Rentals

Motorized Trips or Tours

Resorts/Ranches or Lodges

Equine Activities

Fitness walking, running, hiking, etc.

Shooting or Hunting clubs

Landowners offering land to hunters

Shuttle Services

Winter Rentals

Other Rental Operations

Rental Operation Insurance

Travel Agency

If you offer these activities, events, or services, please let me know. I will update the questionnaire to cover what I have missed. We must review all of the risks of your operation. Depending upon the other activities or services, you may need more than one release. It is not possible to use a release for whitewater rafting and trail running because the risks are so different.

Identify all Shareholders, Partners, Members, or other Owners of the Business/Organization

Use Additional Sheets of Paper if Necessary. Please Print

Name	Title	Email	Phone	Authority to Work with me.

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Identify all Officers of the Business/Organization

Name	Title	Email	Phone	Authority to Work with me.

Identify all Managers, Vice Presidents, Officers, etc.

Name	Title	Email	Phone	Authority to Work with me.

How will the Release be Used?

Are you planning on using this release as an online release, never needing to print a copy?

☐ Yes ☐ No

Are you only planning on using this release on paper? ☐ Yes ☐ No

You will need both an online version and a paper copy of the release. ☐ Yes ☐ No

Insurance Information

What is the name of your current Insurance Company? _____

What is the name of your insurance agent? _____

What is your insurance agent's contract info? Agency Name: _____

Email: _____ Phone: _____

Address: _____

Professional Associations

Do you belong to any professional Associations or Trade Associations for your business? If so, please list them. _____

_____

_____

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Where do you operate

Mostly in a City/Suburbs: ☐ Yes ☐ No

Mostly in Outdoor Spaces in or near cities, such as Parks, Open Space, etc.: ☐ Yes ☐ No

At a Ski Area or Ski Resort: ☐ Yes ☐ No

Combination ☐ City ☐ City Parks ☐ Outdoors ☐ Wilderness

How far in miles is your land/business/operation from the nearest hospital? _____

Retailers

Do you sell your products online to consumers? ☐ Yes ☐ No

Are your customers ever under the age of 18 (19 Alabama & Nebraska, 21 Mississippi) ☐ Yes ☐ No

Do you do any work on the product after it arrives in the US? ☐ Yes ☐ No

Do you participate, run, manage, or sponsor any of the following?

- ☐ Festivals
- ☐ Contests
- ☐ Participate in X-Games
- ☐ Ski Races
- ☐ Snowboard Races
- ☐ Ski or Snowboard Events or Contests
- ☐ Winter Sports Demo Days
- ☐ Host cookouts serve food to guests
- ☐ Have in-house contests
- ☐ Have a guest loyalty program
- ☐ Sponsor a team
- ☐ Sponsor individuals
- ☐ Other, please list

Disabled Guests

Do you hold yourself out as an organization specializing in working with disabled guests? _____

Do you provide services for other businesses or programs by dealing with their disabled guests? ___

What business or programs do you provide this service for? _____

_____

_____

Do you offer to rent equipment to Disabled Customers?_____ ☐ Yes ☐ No

Working with Kids/Minors

☐ Are your customers ever under the age of 18 (19 Alabama & Nebraska, 21 Mississippi)?

Please check the Age Group if you work with minors

☐ 1-5 ☐ 5-8 ☐ 8-10 ☐ 10-12 ☐ 12-14 ☐ 14-16 ☐ 16-18

What is the ratio of campers to staff for each age group?

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1-5 _____ 5-8 _____ 8-10 _____ 10-12 _____

12-14 _____ 14-16 _____ 16-18 _____

Do you offer Field Trips from your site?

Do the locations of the field trips require your customers to sign their release? _____

Do you transport your guests, or does a third party provide transportation?_____

Winter Rental Operations

Please identify all the equipment you will be renting.

Alpine Skis with Bindings Snowboards with Bindings Ski Boots Snowboard Boots

☐ Helmets ☐ Winter Clothing ☐ Cross Country Equipment ☐ AT Equipment

☐ Split-boards ☐ Skins ☐ Ski Crampons ☐ Beacons ☐ Shovels ☐ Probes

☐ Snow Saws ☐ Airbags ☐ Spot or other Emergency Devices ☐ GPS Devices

☐ Satellite Phones ☐ Ski/Board/Binding Repair Kits

Will you be providing tuning services? _____

Will you be providing repair services? _____

Will you be delivering equipment to the customer? _____

Will you be accepting rentals online? _____

Will your employees be registered/certified as technicians by any binding manufacturers? _____

Will your operation be covered by the Alpine Ski Indemnification Program?_____

Will you provide leashes if any binding, ski, or snowboard does not have brakes? _____

Will you have Alpine binding test equipment? _____

For all rescue equipment, will you be providing the manufacturer's information on care and use of the equipment? _____

Will the manufacturer's information on care and use of the equipment be available on your website? _

Will you have any prerequisites required by your customers before renting equipment? _____

Will you have damage insurance? _____

Will you require a deposit for the return of the equipment? _____

Other Customers Equipment

Will you be turning, testing, or working on equipment that is not owned by you? ☐ Yes ☐ No

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Will you be mounting bindings on equipment not owned by you? ☐ Yes ☐ No

Will you be waxing equipment not owned by you? ☐ Yes ☐ No

Will you be allowing customers to use their skis, boots, bindings, or poles with your rental equipment? ☐ Yes ☐ No

Rental Operations, in addition to ski Equipment

Please identify all the equipment you will be renting. _____

_____

_____

_____

_____

Use additional sheets of paper if necessary!

Do you deliver and set up the equipment? _____

_____

Do you explain how the rental equipment works to the guest? _____

How long on average does your pre-trip education take in minutes? _____

Do you have an employee on site to make sure the equipment is maintained and used properly? ___

Do you check the weather before renting equipment? _____

Do you provide all the required safety equipment with the rental? _____

_____

Do you identify all safety issues to the renter? _____

Are your rentals for more than one day?_____

Are your rentals removed or taken down at the end of the day?_____

Do you inspect the equipment when it is returned to you? _____

Do you maintain logs of your inspections? _____

Do you make repairs to equipment yourself? _____

If the rental equipment is rented and removed by the renter, do you have requirements on where the equipment can be used or not used? _____

_____

Do you assist the renter in loading the equipment into their vehicle? _____

Do you require a deposit on your rentals? _____

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Please list and describe all the equipment you rent?

Name	Description
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Use additional sheets of paper if necessary!

Does your website explain your terms and conditions for your rentals? ☐ Yes ☐ No

Do you rent through third parties such as Retailers? ☐ Yes ☐ No

Does your Website Terms and Conditions explain that? ☐ Yes ☐ No

Do you have agreements with your third-party rental sites (Retailers)? ☐ Yes ☐ No

Are you providing insurance or indemnification to the third-party rental sites/Retailers? ☐ Yes ☐ No

Please Attach Copies of your Insurance Program and Agreements with third-party renters/Retailers

Rental Operation Insurance

For a fee, do you offer the customer the opportunity to replace the equipment at no cost to them in advance?

Do you offer insurance for equipment rentals? ☐ Yes ☐ No

Is the insurance through a third party, or are you self-insured? ☐ Yes ☐ No

Does your rental “policy” have limitations ☐ Yes ☐ No

Theft is excluded ☐ Yes ☐ No

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Intentional Damage ☐ Yes ☐ No

Is the rental value of the insurance for the replacement of the damages, or lost equipment, or is it solely to replace or repair damaged equipment? _____

_____

Is your insurance program explained on your website? ☐ Yes ☐ No

What have I missed?

If you have some unique feature or activity at your program/business that I have not covered or that is not found at any other facility like yours, please describe it here.

_____

_____

_____

_____

Remember, courts can change their mind on any day about the validity of a release in their state. If you really do something bad or become someone the court dislikes, you can still lose. If you really are a jerk or worse, the judge and/or jury will figure out a way to make you pay.

Your release should be checked each year to make sure it still meets your needs and the changes in the law.

Have you included all of the documents that need to be included requested above to write a release?

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Fee Agreement

1. I understand that I have hired James H. Moss to create a release for your business based on the information I have supplied above. I understand the fee for this work is **$3450.00**. The work will include the following:

- Review of your present release (Please attach)
- Creation of a Release(s) or Assumption of the Risk Agreement for your business
- Information on using the release, including online
- Your questions answered concerning the release created
- Any updates needed for one year
- Review your website for conflicts or problems that may void your release.

Marketing Makes Promises that Risk Management Must Pay For

a. I understand that if I am in a state other than one in which James H. Moss is licensed to practice law, I am advised that I should have an attorney licensed in your state review the document.

b. I understand releases do not work in all states and may not work if the claim is identified as a product liability claim (skiing is an occasional exception). However, the release is written to work as an assumption of risk document also.

c. I understand the legal work being done will be based on the information I have supplied above.

d. Email may not be a secure way to communicate and may cause a waiver of the Attorney-Client Privilege. If you wish not to communicate by email, please let me know. The attorney has a right to keep a copy of all information and documents I provide to him.

e. This is a flat fee agreement. The client will pay Firm $2950.00 for Firm's performance of the Services described above, plus costs as described below. Client understands that Client is NOT entering into an hourly fee arrangement. This means I will devote such time to the representation as is necessary, but my fee will NOT be increased or decreased based on the number of hours spent.

f. Once the first draft of the Release is forwarded to you, the fee will be earned. This fee includes communications between you and the attorneys in advance of this agreement, work to stay current with the laws concerning this area of law, updating and keeping drafts of your documents current, and educational information supplied to you with this agreement.

g. Client shall pay Firm in advance. Fees paid in advance shall be placed in the Lawyer's or Firm's trust account and shall remain the property of the Client until they are earned. When the fee or part of the fee is earned pursuant to this Agreement, it becomes the property of the Firm.

h. Client has the right to terminate the representation at any time and for any reason, and Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. If Client terminates the representation without wrongful conduct by Firm that would cause Firm to forfeit any fee, or Firm justifiably withdraws in accordance with Rule 1.16 from representing Client, Client shall pay, and Firm shall be entitled to, the fee or part of

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the fee earned by Firm as described above, up to the time of termination. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event, all fees shall be reasonable. The firm normally charges $415.00 per hour in 1/10th of an hour increments for work.

2. The total price for legal services to be provided under this agreement cannot be precisely determined at this time due to the variable nature of legal work. Time spent by our lawyers, paralegals, and (where applicable) other staff and reimbursement of expenses incurred in your representation will be the basis for the total price. The hourly rates for our lawyers, paralegals, and (where applicable) other staff are set forth elsewhere in this engagement letter. The time spent and expenses incurred will be set forth on invoices that will be sent to you on a monthly basis. The total price of our legal services and the amount of our expenses incurred on your behalf will vary and may increase or decrease on a month-to-month depending on the needs and progress of your matter.

3. The client is liable to the Firm for reasonable expenses and disbursements. Examples of such expenses and disbursements are fees payable to the Court and expenses involved in preparing exhibits. Such expenses and disbursements are estimated to be zero in this matter

I understand the legal work being done will be based on the information I have supplied above. The attorney has a right to keep a copy of all information and documents I provide to him.

Work will commence on receipt of the payment.

☐ Include a copy of *Outdoor Recreation Insurance, Risk Management, and Law* for $99.00

Date: _____ Company: _____

_____
Signature

_____ _____
Title Printed Name

I hereby give Jim Moss, James H. Moss, PC., permission to use statements I have made for marketing purposes after the conclusion of this work.

_____
Signature

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Payment Options

Incoming Wires: **Chase Bank**

Swift Code: **CHASUS33**
Routing Number: **021000021**

Receiving Branch Address: 1125 17th. Street
Denver, CO 80202

My Bank Account Number: **372290087**

Beneficiary Information

Name: **James H. Moss PC Coltaf Trust Account**
Address: PO Box 621088
Littleton, CO 80162-1088
Phone: 720 334 8529

Make Check Payable to: James H. Moss
Mailing Address PO Box 621088
Littleton, CO 80162-1088

PayPal or PayPal QR Code jhmoss@gmail.com



Venmo

jhmoss@gmail.com

@RecreationLaw

www.venmo.com/u/RecreationLaw

Thank You

4/1/2026 5:28:00 PM

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