



Concerning your personal information:

The information you provide to us in your application or during a Creatio Experience may be used in several ways and you should be aware of how such information may be used. If you have any questions about this policy please seek clarification before applying to any of our Experiences, including but not limited to day trips, pilgrimages, mission trips, or adventure trips.

Applying for a Creatio Experience implies consent to the following:

Some personally identifying information about you will be collected by us. This information may include your name, date of birth, address, and other unique and identifying information. It may also include passport information, basic medical information, and your responses to questions related to spiritual topics.

Creatio staff and Experience leaders handle such information with care and on a “need to know” basis, and make reasonable efforts to safeguard your information. In some instances, your information may be shared with third party professionals in order for them to carry out the task(s) for which we have hired them on your behalf. For example, we may share your passport details in order to book a flight or reserve lodging for you. In the event of an incident requiring medical attention, relevant details may be shared with local clinicians or first responders. Allergy information may be shared with those tasked with food preparation. Such examples do not encompass all situations in which your data may be shared, but in all circumstances we will share only the minimum amount of information needed to complete the task.

Trip guides and leaders will have access to all the information you provide us.

Our guides are obligated to maintain the confidentiality of your information before, during and after each Experience, in perpetuity. They also pledge to use your information only for the purpose of leading the Experience. However, if a trip leader becomes aware of information that could negatively impact a participant's health or welfare while on an Experience, they will inform Creatio staff immediately, even if this information is shared in a private setting. The only exception to this rule is information shared with a priest during the Sacrament of Reconciliation.

It should be emphasized that we are not a health care provider and are not bound by HIPPA regulations. Withholding health information, especially mental health information, can result in serious consequences for all participants due to the strenuous circumstances associated with group travel in the wilderness, overseas travel, and mission work.

Finally, we may also contact you after your Experience for follow-up about the Experience, to update you about upcoming events, Creatio development opportunities, and other reasons unrelated to the specific Experience for which you originally applied. If you do not want to be contacted in the future you will be given the opportunity to unsubscribe from such communications.

Please contact us if you have any questions.



## **PARTICIPANT EXPERIENCE AGREEMENT**

I desire to participate in a Creatio Experience and have submitted my application. I understand my application will be considered pending until it is reviewed and either approved or declined. By submitting my application I agree to the following policies:

### **Experience Payments and Deposits**

If my application is accepted and I am able to participate in an Experience, I will be responsible for paying the full cost of the Experience, including land (accommodations, food, transportation, etc.) and airfare (if applicable), by the posted deadline(s) established by Creatio. All checks should be made payable to "Creatio" and mailed to Creatio, 3290 W Milan Ave, Englewood, CO 80110 or paid online via credit card or bank transfer. If you are traveling as part of a group, your group coordinator may be collecting payments from you and submitting payment to Creatio on your behalf.

Upon submission of my nonrefundable deposit an account will be established and all monies will be administered as an individual "support account" set up in my name in Creatio's records.

Creatio will spend no money or make any reservations (airfare, lodging, etc...) on my behalf until my application has been accepted and I have submitted the Experience payment(s) by the due date(s) listed on the Creatio website.

All remaining Experience costs must be accounted for by Creatio no later than the due date listed on the Creatio website or by agreement with a Creatio representative.

If my payment is late, I am subject to a late fee of \$10 for every 5 business days my payment is late. These fees must be paid prior to my Experience start date or I may be ineligible to attend.

Any contribution made to Creatio that is designated to an individual support account shall be considered a gift to Creatio. All gifts to Creatio are the sole property of Creatio and to the extent permitted by law, shall be considered as a charitable contribution for federal income tax purposes. Gifts will not be refunded or distributed to me, regardless of use.

### **Medical / Health Insurance**

I will have health insurance or will purchase a policy that will cover any medical emergencies/accidents for the duration of the Creatio Experience. I will provide proof of coverage to Creatio, in the form of a carrier and policy number, or email from a medical insurance carrier with dates of coverage and a summary of what's covered.

Travel insurance is required, and a policy in my name may be included in the cost of my Experience with Creatio. If it is not included I will purchase my own policy and provide proof of purchase to Creatio no later than one week prior to the Experience start date.

### **Group and Participant Withdrawal Refund**

If a group or participant withdraws more than 30 days prior to a program start date, they will forfeit all costs associated with flights, hotels, reservations and administration but will receive a credit for the remaining Experience cost that can be redeemed for another Creatio Experience within one year of original Experience start date.

### **There are no refunds or Experience credits granted for participant withdrawals less than 30 days prior to program departure.**

Any group or participant returning from a program before the scheduled return date forfeits all Experience payments and must cover all expenses associated with an early return. If a participant withdraws prior to the Experience start date, they may be able to transfer their registration to another person. The substitute participant would take on the responsibilities of the original participant.

### **Cancellation or Substitution by Creatio**

Creatio will make reasonable efforts to keep the itinerary as it has been published; however, the final itinerary may vary due to availability and factors beyond our control. Creatio may in their sole discretion substitute services such as hotels or goods of similar quality for any service or good stated in the itinerary.

Creatio reserves the right to cancel an Experience, or to change any aspect of an Experience including dates, location, itinerary or duration either before or during a program because of weather, enrollment, health hazards or for any other reason that Creatio determines, in its discretion, is appropriate. If Creatio cancels an Experience their liability is limited to a full refund of payments received by Creatio and Creatio will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience, disappointment or expense in such circumstances. If an Experience in progress must be interrupted or canceled, Creatio's liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Experience.

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Creatio, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CREATIO"), I hereby agree to release, indemnify, and discharge CREATIO, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in guided hiking, camping, backpacking, skiing, snowshoe, snorkeling and other water based activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slipping and falling; falling objects; the hazards of walking on uneven terrain; scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, muscle soreness and bone fractures or even more severe life threatening injuries; exhaustion; exposure to temperature and weather extremes which could cause shock, hypothermia, hyperthermia (heat related illnesses), sunburn, dehydration; exposure to strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; insect bites, and hazardous plant life; equipment failure; water hazards; musculoskeletal injuries including head, neck, and back; injuries to internal organs; permanent disability; the possibility of eye damage or loss of hearing; the negligence of other participants or persons who may be present; and the risk of emotional and psychological injuries or physical damage associated with this activity; hidden obstacles by snow including ice, tree stumps, and boulders, below the snow surface; loss or damage to equipment being used; being lost or separated from their guides or companions by traveling in forested areas, rugged terrain, Natural forces including steepness of slopes, snow depth, instability of snow pack or varying and difficult weather and snow conditions may cause avalanches. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available; surf, currents, and tidal conditions; exposure to poisonous and/or carnivorous marine life, undersea wrecks, natural and artificial reefs, caves, caverns, boats and their equipment, and other swimmers; travel in remote areas; entanglement in/or missing guidelines or floats, safety or anchor lines; accidental drowning; my own physical condition, and the physical exertion associated with this activity.

Foreign countries have their own laws and standards of acceptable conduct; food and water related illnesses; foreign political, legal, social, transportation, health, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local & medical facilities and providers; weather conditions; criminal activity, environmental hazards; standards of living and health standards that are not equivalent to life in the United States.

Furthermore, CREATIO personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, other environmental conditions. They might misjudge whether the terrain is safe for travel or where or when an avalanche may occur. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CREATIO from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CREATIO's equipment or facilities, **including any such claims which allege negligent acts or omissions of CREATIO.**
4. Should CREATIO or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against CREATIO, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CREATIO on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at CREATIO.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by CREATIO to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CREATIO from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_