

## Participant Agreement, Release, and Assumption of Risk

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

- I acknowledge that hiking, camping, backpacking and backcountry skiing 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: falling, temperature exposure (hypothermia, frostbite, frostnip, and sunburn), collision, striking obstructions or other persons, unsafe speed of travel for conditions or experience, equipment failure, failure to wear protective clothing, elevation changes, weather conditions including electrical storms, avalanches and unfavorable snow conditions.
  - Furthermore, SJHS employees have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
- 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.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SJHS 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 SJHS's equipment or facilities, including any such claims which allege negligent acts or omissions by SJHS.
- Should SJHS 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.
- I certify that I have adequate insurance to cover 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.
- In the event that I file a lawsuit against SJHS, I agree to do so 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 SJHS on the basis of my claim from which I have released them herein.
  - 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.

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Route Telluride-Moab Group Leader Name \_\_\_\_\_ Departure Date \_\_\_\_\_

Today's Date \_\_\_\_\_

### **YOU MUST MAIL OR FAX THIS DOCUMENT TO SJHS AT LEAST 10 DAYS PRIOR TO PARTICIPATION**

**Fax: (970) 626-4212    Mail: San Juan Hut Systems, P.O. Box 773, Ridgway, CO 81432    E-Mail: info@sanjuanhuts.com**

### **PARENTS OR GUARDIANS--ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under age of 18)

In consideration of \_\_\_\_\_ ("Minor") being permitted by SJHS to participate in its activities and to use  
(print Minor's name)  
its equipment and facilities, I further agree to indemnify and hold harmless SJHS 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 \_\_\_\_\_