

## San Juan Hut Systems Terms & Conditions Agreement

Thank you for reserving your hut trip with San Juan Hut Systems! Please review the following Terms & Conditions regarding your reservation and acknowledge your agreement by initialing each bullet and providing your signature below.

\_\_\_\_\_ A 50% deposit is required to reserve a departure date for all bike hut trips.

\_\_\_\_\_ Unless you book all 8 spots in a hut, you may share the hut with other groups.

\_\_\_\_\_ This agreement must be initialed, signed, and returned to our office to secure your reserved departure date within 7 days by email, fax, or online signature.

\_\_\_\_\_ The remaining balance for your secured hut trip is due no less than 30 days prior to your departure date. Route maps and hut keys cannot be mailed to a client until full payment is received and all paperwork is turned in to SJHS.

\_\_\_\_\_ Payments made to San Juan Hut Systems are non-refundable. In the event one must cancel their reservation, the reservation can be changed to any other available date in the original booking season or the next.

Your initial indicates your agreement to the following policies regarding cancelations:

A. Trip dates can only be changed to dates within the original booking season or one additional season.

B. In regards to Group Discount reservations, no credit is offered for the "free" rider/riders in a group and these "free" riders cannot reschedule. The first 2 riders to cancel in an "8 for 6" group are considered "free" riders. Similarly the first person to cancel from a 4 for 3 group is considered the "free" rider.

C. Trips rescheduled for the following season from the original departure date are subject to rate increases.

D. San Juan Hut Systems does not issue refunds or credits for incomplete trips, regardless of the reason.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

## **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:

1. I acknowledge that hiking, camping, backpacking, mountain biking, 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, heat exhaustion and stroke, 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, poisonous plants and animals, 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, instructions, or directions, 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 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, instruction, or facilities, including any such claims which allege negligent acts or omissions by SJHS.
4. 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.
5. 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.
6. 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.

7. 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 \_\_\_\_\_

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

Mailing Address \_\_\_\_\_

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

Today's Date \_\_\_\_\_ Group Leader Name \_\_\_\_\_

Route/ Hut(s) \_\_\_\_\_ Departure Date \_\_\_\_\_

Emergency Contact Name and Telephone Number: \_\_\_\_\_

