

Sign one waiver per person per trip.

**10TH MOUNTAIN HUTS SUMMER USE
WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF
LIABILITY AND INDEMNITY AGREEMENT**

PLEASE READ CAREFULLY BEFORE SIGNING.
**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL
RIGHTS.**

In consideration for my being permitted by the 10th Mountain Division Hut Association, Inc. (“10th Mountain”), Alfred a. Braun Hut System, Inc. (“Braun”), Friends Hut, Inc. (“Friends Hut”), Summit Huts Association (“SHA”) and Polar Star Inn, Carl’s Cabin, Shrine Mountain Inn, Continental Divide Cabins, Grand Huts Association, Inc. (“GHA”) and Vance’s Cabin (collectively, “Hut Owners”), who collectively own and operate a system of huts (the “Hut System”), and the owners of all property used, by easement or otherwise, to access and/or use the Hut System (“Property Owners”) to participate in the use of and travel to the Hut System, I acknowledge and agree to the following warning, waiver, release and indemnity.

I acknowledge that backcountry and wilderness travel to, from, and between the huts and the use of high mountain huts have inherent risks, hazards and dangers that cannot be eliminated, particularly in a wilderness environment in mountainous terrain at, near, or above treeline.

, I understand that these risks, hazards and dangers include without limitation:

- (1) Risks arising from any activities in the areas that are not patrolled or policed, where road, property and trail conditions vary and are not maintained or controlled and are unpredictable and changeable, where objects and hazards are not marked and may not be visible, and where weather is changeable and unpredictable;
- (2) Risks involved in decision making and route finding in a wilderness environment in mountainous terrain and risks of getting lost and of not reaching the hut;
- (3) Risks arising from any activities, including without limitation travel and overnight stays, at altitudes ranging from 8,000 feet to 11,700 feet above sea level, including without limitation, acute mountain sickness, high altitude cerebral edema, high altitude pulmonary edema, and other effects of altitude and altitude-related sickness;
- (4) Such other risks, hazards, and dangers that are inherent in and integral to wilderness travel and outdoor activities such as hiking, horseback riding, bicycling and motorized vehicle travel in a wilderness environment and mountainous terrain along access routes and other areas selected by the user;
- (5) Risks arising from the use of remote, simple huts with no communication systems to allow communication with search and rescue and which are located in a wilderness environment in mountainous terrain where the functionality of any user- owned or -operated communication technologies is limited or nonexistent.

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I have read the information provided to me by 10th Mountain through my group leader concerning the use of the Hut System. I also acknowledge that Hut Owners and their staff have been available to more fully explain to me the risks, hazards and dangers of use of and travel to the Hut System. I understand that use of and travel to the Hut System in a wilderness

environment in mountainous terrain and on routes chosen by the user may require good physical conditioning and a degree of skill and knowledge different from other activities. I understand that I have responsibilities as a backcountry user. **I AM VOLUNTARILY USING AND ACCESSING THE HUT SYSTEM WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS AND/OR DEATH.**

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Lastly, I, for myself, my heirs, successors, executors and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS THE HUT OWNERS AND THE PROPERTY OWNERS**, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) and **ORDINARY NEGLIGENCE OF ANY KIND OR NATURE**, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, and/or death to my person or my property as a result of my traveling to, from or between huts in the Hut System or use of the Hut System, and using property owned by the Property Owners to travel to or use the huts, the use of their information services and traveling in a wilderness environment in mountainous terrain, whether such damage, loss, injury, paralysis, and/or death results from **ORDINARY NEGLIGENCE** of the Hut Owners and the Property Owners or any of them, their directors, officers, agents, employees and volunteers or from some other cause. This release is intended to be a comprehensive release of liability but is not intended to assert defenses that are prohibited by law.

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In the event I am a group leader, I agree to save and hold harmless, indemnify, and forever defend the Hut Owners and the Property Owners, their directors, officers, agents, employees and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and **ORDINARY NEGLIGENCE** made or brought by any member of my group or brought by anyone on behalf of said member, including minors, who has not signed, or had signed by a parent or guardian, and delivered to 10th Mountain a "10th Mountain Huts Summer Use, Warning And Acknowledgement Of Risk, Release Of Liability And Indemnity Agreement," as a result of said member's travel to and use of the huts, the property and facilities of the Hut Owners and the Property Owners.

I, whether individually or as a group leader, for myself, my heirs, my successors, executors and subrogors, further agree not to sue the Hut Owners and Property Owners, their directors, officers, agents, employees, or volunteers, as a result of any injury, paralysis and/or death suffered in connection with my use of the Hut System or traveling to, from, and between the huts. I acknowledge that access through and across private property has been granted by permission of the Property Owners consistent with the Colorado Recreational Use Statute, C.R.S. §§ 33-41-101, *et seq.*, as it may be amended from time to time.

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I acknowledge that if for any reason, medical or otherwise, I cannot go on the trip I have paid for, and it is within the 30-day cancellation date, I am **NOT** eligible to receive a refund or credit.

_____please initial

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS USE, WAIVER AND RELEASE AGREEMENT.

Print Name

Signature

Person Who Made the Reservation

Mailing Address

Date of Trip

City, State, Zip

Phone Number E-mail Address