

Sign one waiver per person per trip.

**10TH MOUNTAIN HUTS WINTER 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"), Grand Huts Association, Inc. ("GHA") and Polar Star Inn, Carl's Cabin, Shrine Mountain Inn, Continental Divide Cabins 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 skiing, snowboarding, snowshoeing and/or other wilderness travel to, from, and in between the huts and use of high mountain huts in the winter have inherent risks, hazards and dangers for any user that cannot be eliminated, particularly in a wilderness environment in mountainous terrain at, near, or above treeline.

I acknowledge that it is the hut user's obligation to select the route that is appropriate for the user to, from and between the huts, which may be across public or private property, including without limitation the choice to use suggested routes.

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

- (1) Risks arising from skiing, snowboarding, snowshoeing, and traveling in areas that are not patrolled, where terrain, property and trail conditions and snow conditions vary, are unpredictable and change, where objects are not marked and hazards may not be visible, and where slopes, roads and trails are not groomed, maintained or controlled, where weather is changeable and unpredictable and where avalanches occur;
- (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) 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;

(5) Such other risks, hazards and dangers that are integral to the sport of skiing, snowboarding, snowshoeing, and other activities and engaging in such activities and wilderness travel in the winter in a wilderness environment in mountainous terrain along access routes and other areas selected by the user.

_____ please initial

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 skiing, snowboarding, snowshoeing, winter travel to and from and use of the Hut System. I understand that skiing, snowboarding, snowshoeing, and other forms of travel to and use of 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 types of skiing, snowboarding, snowshoeing and other winter activities. I understand that I have responsibilities as a backcountry user and backcountry traveler in the winter. **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.**

_____ please initial

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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 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, from, or inbetween the huts, the use of their information services and skiing 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.

_____ please initial

In the event I am a group leader, I agree to save and hold harmless, indemnify, and forever defend the Hut Owners and 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 Winter 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 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 the traveling and skiing 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.

_____ please initial

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 WARNING, ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.

Print Name _____

Person Who Made the Reservation _____

Date of Trip _____

Signature _____

Mailing Address _____

City, State, Zip _____

Phone Number _____

E-mail Address _____