

Hut Use, Waiver and Release Agreement

Sign only one waiver per person.

Please read carefully before signing.
This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted by Green Escapes LLC and James Peak Yurt and all landowners to use the James Peak Hut System, I agree to the following waiver and release:

I acknowledge that skiing, snowshoeing, mountain biking, hiking, and wilderness travel have inherent risks, hazards and dangers that cannot be eliminated, particularly in a wilderness environment in mountainous terrain. **I understand that these risks, hazards, and dangers include without limitation:**

- (1) risks arising from skiing, snowshoeing, or hiking in areas that are not patrolled, where snow conditions may vary, are unpredictable and change, where objects are not marked and hazards may not be visible, where slopes 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 travel and overnight stays at altitudes ranging from 9,000 feet and higher, above sea level, including without limitation, acute mountain sickness, high altitude cerebral edema, high altitude pulmonary edema, and other affects of altitude and altitude-related sickness;
- (4) such others risks, hazards and dangers that are integral to wilderness travel in a wilderness environment and mountainous terrain.
- (5) Risks arising from prior mining activity in the area such as open shafts, sink holes and dangerous structures.

(please initial) _____

I have read the information provided to me by Green Escapes LLC, through my group leader, concerning the use of James Peak Huts. I also acknowledge that, Green Escapes LLC. and all landowners have been available to more fully explain to me the risks, hazards and dangers of winter and/or summer travel, and use of the Hut system. I understand that travel in a wilderness environment in mountainous terrain may require good physical conditioning and a degree of skill and knowledge.

I am voluntarily using the hut system with full knowledge of the inherent risks; hazards and dangers of the mountain conditions involved, and hereby assume and accept any and all risks of injury, paralysis or death.

(please initial) _____

Lastly, I, for myself, my heirs, successors, executors, and subrogees, **hereby knowingly and intentionally waive and release, indemnify and hold harmless Green Escapes LLC, James Peak Hut System, and owners and landowners**, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses, (including reasonable attorney's fees) and ordinary **negligence** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my use of the hut system, the use of their information services, and skiing and traveling in a wilderness environment in mountainous terrain, whether such damage, loss, injury, or paralysis or other death results from ordinary **NEGLIGENCE** of the Hut Owners and Operators and all landowners, their directors, officers, agents, employees and volunteers or from some other cause. I, for myself, my heirs, my successors, executors, subrogees, further agree not to sue Green Escapes LLC. James Peak Hut System, and operators and all landowners as a result of any injury, paralysis or death suffered in connection with the use of the Hut System. This release is intended to be a comprehensive release of liability but is not intended to assert defenses, which are prohibited by law.

(please initial) _____

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

Person who made the reservation:

Date of trip:

Total number in party:

Signature

Date

Print Name

Mailing Address

City

State

Zip

Phone Number

E-mail Address

I acknowledge that if for any reason, medical or otherwise, I cannot go on the trip I have paid for, and it is outside the 30-day cancellation period, I am ineligible for a refund.

(please initial) _____

If traveler is under 18 years of age, the next page must be completed and returned with the above waiver.

If less than 18 years of age, parent, guardian, or custodian must sign the following indemnification.

Indemnification

In consideration for the above minor being permitted by Green Escapes LLC, and James Peak Hut System, and owners and operators and all landowners to use the Hut System which includes without limitation the use of its information services and skiing and traveling in a Wilderness environment in mountainous terrain, I agree to the following waiver, release and indemnification:

The undersigned parent, or guardian, or custodian of the above minor, for himself/herself and on behalf of said minor hereby joins the foregoing waiver and release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Green Escapes LLC and James Peak Hut System, private hut owners and operators, and all landowners, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorney's fees) and ordinary **Negligence** made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation of said activities of Green Escapes LLC, and James Peak Hut Systems, and operators and all landowners, and the use of property and facilities of Green Escapes LLC and James Peak Hut System, and all Operators and landowners. I, for myself, and on behalf of said minor further agree not to sue Green Escapes LLC and James Peak Hut System and all landowners as a result of any injury, paralysis or death that said minor suffers in connection with the use of the Hut System.

Signature of parent, guardian or custodian of minor

Date

Print name of minor:

Witness

Date
