

WAIVER OF LEGAL RIGHTS — READ THIS CONTRACT CAREFULLY BEFORE SIGNING

**WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY AGREEMENT, MEDICAL CONSENT
AGREEMENT BY GRAND HUTS PARTICIPANT**

The volunteer or participant ("Participant") identified below is at least 18 years old, or if Participant is younger than 18 ("Minor"), the Minor's parent or legal guardian has read this agreement and has signed it on behalf of him/herself and the Minor. The adult Participant or the Minor's parent or legal guardian will be referred to herein as "Adult", and Adult and Minor are collectively referred to as the "Undersigned." "Participant" refers to the person actually participating in Activities with Grand Huts or taking place at the Broome Hut, in the Permitted Area, or any hut and lands managed by Grand Huts (the "Activity" or "Activities" collectively, further described below). Broome Hut (the "Hut") is the 1,800 square foot backcountry hut located in the Permitted Area, which consists of the 40 acres located in the Arapaho-Roosevelt National Forest in Second Creek (including the Second Creek trail from Colorado State Highway 40 to Broome Hut) permitted for use to Grand Huts by the U.S.D.A Forest Service. **The Undersigned understand and agree that Participant may not take part in the Activities unless this Warning, Assumption of Risk, Liability Release, Indemnity Agreement, and Medical Consent ("Agreement") is fully executed.**

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT APPLIES FOR EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITIES WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT UNTIL, IF A MINOR, THE MINOR REACHES THE AGE OF 18 OR UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THE WRITING IS ACCEPTED IN A WRITING SIGNED BY GRAND HUTS' AUTHORIZED REPRESENTATIVE. UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT BY SIGNING THIS RELEASE UNDERSIGNED IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY COLORADO LAW.

Activities may include, without limitation, training or other programming undertaken by Participant individually or in a group not associated with Grand Huts but which has contracted for use of a Hut, assisting with, preparing for, construction, maintenance and operation of a Hut, moving the Participant him/herself and equipment and materials to and from a Hut sometimes over snow covered or muddy and slick trails, using hand tools and power tools including saws, utilizing ladders, lifting and carrying heavy materials and equipment, working with or around heavy equipment, working with other participants who may be using tools and equipment, as well as participating in the administration, logistics, monitoring or governance of the Activities, assisting with trail construction and maintenance, landscaping, site clean-up, teaching or instructing other participants, equipment preparation or maintenance, staying overnight, performing winter maintenance to include maintenance of stoves, generators and cisterns, and related activities and any other activities, events or work undertaken at a Hut and Permitted Area. Undersigned are advised, understand and agree that helicopters will be used at various times for maintenance of a Hut to transport building materials, supplies and equipment. Participant must be aware and avoid areas where the helicopter will be landing or taking-off as high winds and flying dust and debris and falling objects may be encountered. Participant understands and agrees that if asked to assist with helicopter operations, Participant may decline the task. Helicopter operations are **HAZARDOUS AND EXTREMELY DANGEROUS. HARD HATS ARE REQUIRED** for all Participants while assisting in Helicopter operations and during other identified Activities and Undersigned agrees that Participant will wear a hard hat at all times Participant is in the hard hat area. Undersigned understand and agree that no hard hat can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.

Parking lots are not secured, maintenance is not guaranteed. Any damage or theft to a personal vehicle is the sole responsibility of its owner.

For volunteer activities, at the Undersigned's own initiative he/she agrees to be a Volunteer or to allow Minor to become a Volunteer. The Undersigned understand and agree that a Volunteer is not an employee of Grand Huts when performing or participating in any Activity as a volunteer regardless of any non-cash remuneration for time and services which Volunteer may receive. The Undersigned understand and agree that, as a Volunteer, **Volunteer is not covered by Workers' Compensation Insurance** and Volunteer is encouraged to have his/her own medical and disability insurance coverage.

Undersigned understand and agree that participating in the Activities can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH. Undersigned understand and agree that Activities will take place more than 11,300 feet above sea level in a high alpine environment and that the Activities and any kind of physical exertion at such an extremely high altitude are more hazardous than the same tasks performed at a lower altitude.** In addition to the risks described above, the Undersigned understands and agrees that the risks associated with participating in the Activities include, without limitation and in addition to those described elsewhere herein, sharing a Hut and trails with people that are not associated with Grand Huts, wilderness environment, equipment damage and malfunction, variable and changing surface conditions, unmarked obstacles which may or may not be visible, deep snow conditions and tree wells, unstable ice and snow including but not limited to slides and avalanches, steep and rugged mountainous terrain, falling trees and limbs, downed timber, slick, wet or uneven walking surfaces, loose gravel and dirt, surfaces covered with ice and snow, strenuous activity, rapidly changing weather conditions, exposure to the sun, rain, hail and lightning, wildlife encounters, reduced oxygen in the air at high altitude, risk of getting lost and not reaching aHut, risks arising from travel and overnight stays at an altitude of over 10,000 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. Undersigned understand that helicopters, vehicles, pack animals and other equipment may be encountered at any time. Undersigned recognize that falls and collisions may occur. Undersigned recognize that Activities take place in remote locations far from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care **RECOGNIZING THE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITIES OR VOLUNTARILY CHOOSES TO ALLOW MINOR TO TAKE PART IN THE ACTIVITIES.**

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Minor acknowledges the dangers and risks associated with the Activities, and as a condition to Participant engaging in any of the Activities agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant resulting from participation in any Activities; (2) WAIVE, RELEASE, NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against the Grand Huts, the United States, and any operator of equipment, including helicopters, in connection with the Activities and, Grand Huts sponsors, owners and/or operators of sites used for storage, processing, assembling or staging materials and equipment and equipment manufacturers and distributors, and each of their insurance carriers, subsidiaries, affiliates, officers, directors, members, managers, representatives, assignees, employees, other Participants and agents, (the "Released and Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activities (except claims that may not be released under Colorado law); and (3) INDEMNIFY, DEFEND AND HOLD THE RELEASED AND INDEMNIFIED PARTIES HARMLESS from any and all claims, demands, actions, causes of action, losses and liabilities whatsoever arising from or related to any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their or Participant's property by Participant. Adult on his/her own behalf and, if applicable, on behalf of Minor further agree to pay all costs including reasonable attorneys' fees and disbursements incurred by any Released and Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Adult or Minor.

If applicable, Adult agrees that he/she will instruct and direct Minor to abide by the rules and regulations of each of the Activities. Participant is responsible for reading, understanding and complying with all signage, including instructions on the use of the Broome Hut, the Permitted Area, other huts operated by Grand Huts, safety guidelines, tools, and equipment.

Undersigned understand and agree that Grand Huts and/or its representatives are hereby authorized to call for medical care for Participant or to transport the Participant to a medical facility if, in the opinion of such representatives, medical attention is needed for Participant. Undersigned agree that upon transport to any medical facility, Grand Huts shall not have any further responsibility for Participant, and all costs associated with such medical care and related transportation provided for Participant shall be paid by Undersigned and Undersigned agree to indemnify, defend and hold harmless the Released and Indemnified Parties from any costs incurred therein. Undersigned understand that Grand Huts and/or its representatives are not trained medical personnel, and undersigned have no expectation that Grand Huts or its representatives can or will provide professional medical care.

Undersigned give Grand Huts permission to take and use photographs, digital images, video recordings, or movies of Participant taken during any of the Activities and use and sublicense such material for any purpose in promoting and fund raising for Grand Huts and the Broome Hut or the related activities of Grand Huts in print, brochures and advertisements, in films or videos and on broadcast presentations of any sort.

In consideration of being allowed to participate in the Activities, Adult agrees for him/herself and Minor that **ALL** claims arising from or related to any of the Activities, including any claims for injury to person or property and/or death, shall be **GOVERNED BY COLORADO LAW**, without reference to any conflicts of laws principles and **EXCLUSIVE JURISDICTION** shall be in the Grand County District Court or in the Federal Courts for the District of Colorado. **UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH CHOICE OF LAW AND JURISDICTION.**

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 20____

Name of Participant

Signature of Participant

Name of Parent/Legal Guardian if Participant is a Minor

Signature of Parent/Legal Guardian if Participant is a Minor

_____/_____/_____
Participant's Date of Birth

Email

(_____)_____-_____
Phone

Emergency Contact: _____ Phone: (_____)_____-_____

Grand Huts respects your privacy. Personal information we acquire is used only to contact you and to develop products, service and offers that can be communicated to you. Your personal information is not shared, without your consent, with third parties for marketing or selling their products or services.
Agreement Revised 1/28/19