

**MOUNT HAYDEN BACKCOUNTRY LODGE AND OURAY COUNTY 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 Hayden Backcountry, LLC and Ouray County, to stay in the aforementioned Lodge, I acknowledge and agree to the following warning, waiver, release and indemnity. I acknowledge that skiing and wilderness travel in the winter have inherent risks, hazards and dangers for any skier/traveler, 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/traveling in areas that are not patrolled, where snow conditions 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 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 a remote hut with limited communication systems in a wilderness environment in mountainous terrain;
- (5) Such other risks, hazards and dangers that are integral to the sport of skiing and to skiing and wilderness travel in the winter in a wilderness environment in mountainous terrain.
- (6) I understand, acknowledge and agree that emergency response, including search and rescue and emergency medical services, to address any injury from skiing or other activity in the high mountain terrain where the hut is located, or resulting from avalanche, snow movement, rock slides, or other natural hazards may be delayed or not available, and that I may suffer permanent injuries or death as a result of the lack of such services, and fully waive and release Ouray County, its employees, agents, elected officials, volunteer emergency responders and Mountain Search and Rescue from any and all claims arising from my presence in the wilderness and mountainous terrain, all activities in which I participate, and all liability for ordinary negligence or gross negligence, including any negligence that might be alleged for the approval of the application for a bed and breakfast operation in this location.

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I have read the information provided to me by the Mount Hayden Backcountry Lodge through my group leader and/or the website concerning the use of the Mount Hayden Backcountry Lodge. I also acknowledge that Mount Hayden Backcountry Lodge(MHBL) and their staff have been available to more fully explain to me the risks, hazards and dangers of skiing, winter travel and use of the MHBL. I understand that skiing/traveling to use the MHBL in a wilderness environment in mountainous terrain may require good physical conditioning and a degree of skill and knowledge different from other types of skiing/traveling. I understand that I have responsibilities as a skier and backcountry traveler in the winter. I am voluntarily using the Sanford hut with full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept any and all risks of injury, paralysis 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, OPERATORS and OURAY COUNTY**, 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, or death to me or my property as a result of my traveling to or from Sanford hut or the use of their information services and skiing and traveling in a wilderness environment in mountainous terrain, whether such damage, loss, injury, paralysis, or death results from **ORDINARY NEGLIGENCE** of the MHBL Owners/Operators and Ouray county or any of them, their directors, officers, agents, employees and volunteers or from some other cause.

In the event I am a group leader, I agree to save and hold harmless, indemnify, and forever defend the MHBL Owners/Operators and Ouray County, their directors, officers, agents, employees and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and **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 MHBL a MHBL 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 hut, the property and facilities of the MHBL Owners/Operators.

I, for myself, my heirs, my successors, executors and subrogors, further agree not to sue the MHBL Owners/Operators or Ouray County as a result of any injury, paralysis or death suffered in connection with my use of the MHBL or the traveling and skiing to and from MHBL. This release is intended to be a comprehensive release of liability but is not intended to assert defenses which are prohibited by law.

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

Print Name

Signature

Mailing Address

Date of Trip

Phone Number

E-mail Address

Person Who Made the Reservation