

Pagosa Outside, 350 Pagosa Street / PO Box 2106, Pagosa Springs CO 81147 (970) 264-4202

Guided Tour Participant Agreement, Release, and Acknowledgement of Risk

In consideration of the services Pagosa Outside LLC, its owners, members, officers, directors, agents, employees, volunteers, and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as "Pagosa Outside"), I hereby agree to release and discharge Pagosa Outside, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge outdoor activities, including instruction, entail known and inherent risks, as well as unknown / unanticipated risks which could result in serious physical or emotional injury, paralysis, death, drowning or damage to myself, third parties and my own or others property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

These risks include but are not limited to: **1)** weather conditions that may change quickly, including wind, lightning, fog and excessive heat and sun; **2)** hypothermia (being too cold) and hyperthermia (being too hot); **3)** improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of an injury; **4)** my own physical condition and my own acts or omissions; **5)** the consumption of tainted food or drink during the trip, including exposure to polluted or contaminated water; **6)** my own and other participants' attempts to exceed skills and/or in a reckless manner; **7)** my own failure or that of other participants to follow the safety guidelines or other instruction of Pagosa Outside guides/instructors; **8)** improper use of equipment; **9)** inadequate repair or maintenance of Pagosa Outside facilities and equipment; **10)** manufacturing or other defects, both apparent and latent, in the equipment supplied or used by Pagosa Outside; **11)** vehicular or pedestrian accident while being transported or walking to or from Pagosa Outside staging areas; and **12)** error or negligence on the part of Pagosa Outside and its instructors, guides and employees, including insufficient instruction or assistance.

Furthermore, Pagosa Outside instructors and guides have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Pagosa Outside from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or use of Pagosa Outside equipment or facilities, including any such claims which allege negligent acts or omissions of Pagosa Outside.

4. Should Pagosa Outside or anyone else acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs. I agree that substantive [Colorado State Law] (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in Archuleta County, Colorado. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

5. I certify that I have insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if I am hurt or any property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Pagosa Outside on the basis of any claim from which I have released it herein. I have sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms. I give permission to Pagosa Outside to use any pictures of me for marketing purposes.

Signature of Participant: _____ Print Name: _____

Signature of Parent/Guardian: _____ Print Name: _____

Participant's Age if under 18 years: _____ Phone: _____ Date: _____

Home Address: _____

Email (not required): _____