

Minor Form (sign one form per person per trip)

**LOST WONDER HUT
WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, AND
INDEMNITY AGREEMENT**

Read this form carefully before initialing and signing. This is a release of liability and waiver of certain legal rights.

I desire that _____ (print full name of participant, hereinafter “Minor”), be permitted to use the Lost Wonder Hut and its appurtenant land, property, fixtures, and facilities (collectively the “Lost Wonder Hut”) by Lost Wonder Hut, LLC and all land and property owners associated with the Lost Wonder Hut (collectively the “Hut Operators”). In consideration for the Hut Operators’ permitting Minor to participate in the use of the Lost Wonder Hut, I have agreed to execute the following warning, waiver, release, and indemnity.

1. I certify that I am 18 years of age or older and am the parent or legal guardian of Minor. _____ (initial)

2. I acknowledge that all forms of backcountry and wilderness travel, including but not limited to hiking, skiing, snowshoeing, biking, snowmobiling, horseback riding, and motorized vehicle 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:

a. Risks arising from any activities in areas that are not patrolled or policed, where road conditions vary and are not marked, maintained, or controlled and are unpredictable and changeable, where obstacles are not marked and hazards may not be visible, and where weather is changeable and unpredictable;

b. Risks arising from skiing, snowshoeing, snowmobiling, or any other form of winter travel in areas that are not patrolled, where snow conditions vary and are unpredictable and changeable, 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;

c. Risks involved in decision making and route finding in a backcountry or wilderness environment in mountainous terrain; and risks of getting lost and of not reaching the hut;

d. Risks arising from travel within and overnight stays at altitudes ranging from 8,000 – 12,000 feet above sea level;

e. Risks arising from the use of a remote, simple hut with no communication system in a backcountry environment in mountainous terrain;

f. Such other risks, hazards, and dangers that are integral to or may arise from any and all activities and modes of travel in backcountry and wilderness environments in mountainous terrain. _____ (initial)

3. I have read and understood the information made available to me by the Hut Operators through their website (www.lostwonderhut.com) or otherwise, concerning the use of the Lost Wonder Hut. I also
(continued on next page)

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acknowledge that the Hut Operators or their agents have been available to clarify this information and to obtain further information about the risks, hazards, and dangers of travel to and from and use of the Lost Wonder Hut. I understand that travel to and from and use of the Lost Wonder Hut in a backcountry or wilderness environment in mountainous terrain may require good physical conditioning and particular skills and knowledge. I and Minor understand that Minor has responsibilities as a backcountry user. **In accordance with CRS § 13-22-107, I am voluntarily allowing Minor to travel to and from and use the Lost Wonder Hut with full knowledge of the inherent risks, hazards, and dangers involved, and hereby assume and accept any and all risks of injury to person or property, paralysis, or death.** _____ (initial)

4. I, for myself, and on behalf of Minor, our heirs, successors, executors, personal representatives and subrogors, hereby **knowingly and intentionally waive and release, indemnify, and hold harmless the Hut Operators**, their members, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including 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 Minor or Minor's property as a result of Minor's traveling to or from the Lost Wonder Hut or use of the Lost Wonder Hut, the use of their information services, and traveling in any manner in a backcountry or wilderness environment in mountainous terrain, whether such damage, loss, injury, paralysis, or death results from **ordinary negligence** of any of the Hut Operators, their members, agents, employees, and volunteers, or from any other cause. _____ (initial)

This form is intended to be a comprehensive release of liability but is not intended to assert defenses which are prohibited by law.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT.

Printed name of parent or legal guardian

Signature of parent or legal guardian Date

Printed name of Minor

Mailing Address

Date of trip

City, State, Zip

Name of group/person who made the reservation

Phone E-mail