

**WARNING AND ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY  
AND INDEMNITY AGREEMENT**  
**PLEASE READ CAREFULLY BEFORE SIGNING.**  
**THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS**

In consideration for the undersigned being permitted by Cumbres Adventures, LLC (AKA Cumbres Nordic Adventures), a Colorado Limited Liability Company (“Cumbres”) to use the yurt owned and operated by Cumbres in the Spruce Hole Area and on the Rio Grande National Forest of Colorado, the undersigned acknowledge(s) and agree(s) to the following warnings, waivers, releases and indemnities:

**1. Assumption of Risk**

The undersigned acknowledges that skiing, cross-country skiing and touring, telemark skiing, snowshoeing, wilderness travel, and staying at a backcountry yurt, and their associated activities are by their nature potentially dangerous and the risk of bodily injury and mental damages exists. Serious and/or minor injuries may occur when traveling into the Spruce Hole Area, the mountains and in Rio Grande National Forest, particularly in a wilderness environment, in mountainous terrain and in changing weather conditions.

**I understand that these risks, hazards and dangers include, but are not limited to:**

- (1) Risks associated with skiing in areas in the Spruce Hole area, the surrounding mountains, and the Rio Grande National Forest that (a) are not patrolled; (b) where snow and other conditions are unpredictable and subject to rapid change; (c) where objects are not marked and hazards may not be visible; (d) where slopes are not groomed, maintained or controlled; (e) where weather is changeable and unpredictable; (f) where avalanches occur; and (g) the presence of other risks and hazards;
- (2) Risks involved in decision making and route finding in a wilderness environment located in mountainous terrain with various changing weather conditions;
- (3) Risks of becoming disoriented and lost and not reaching the yurt;
- (4) Risks arising from the unavailability of immediate medical attention in the case of emergency;
- (5) Risks arising from travel and overnight stays at altitudes ranging from 8,000 feet to 11,700 plus feet above sea level including, without limitation, (a) acute mountain sickness; (b) high altitude cerebral edema; (c) high altitude pulmonary edema; and (d) other effects of altitude and altitude-related sicknesses;
- (6) Risks arising from the use of a remote, simple yurt that has no communication system and is located in a wilderness environment located in a mountainous terrain with various unpredictable weather conditions;
- (7) Other risks, hazards and dangers that are integral to the sports of skiing and wilderness travel in a wilderness environment located in mountainous terrain with various unpredictable weather conditions, including, but not limited to, (a) hypothermia, (b) frostbite, (c) broken bones, (d) sunburns, (e) death and (f) other physical and mental injuries and/or diseases.
- (8) Risks associated with leaving a vehicle unattended for several days including theft, damage to the vehicle from vandalism, damage to the vehicle from snowplows or other vehicles, weather related damages and other potential damage.

The undersigned has personally read the information provided to me by Cumbres concerning the use of the yurt. I acknowledge that Cumbres and its staff have been available to me in order to more fully explain to me the risks, hazards and dangers of skiing, winter travel, and that Cumbres and its staff answered all of my questions regarding use of the yurt and the related conditions. I understand that skiing in and out to use the yurt in a wilderness environment located in mountainous terrain with various unpredictable weather conditions, requires good physical conditioning and a degree of skill and knowledge different from other types of skiing. **I represent and warrant to Cumbres that I have the necessary skill and experience for said back-country skiing. I understand that I am personally responsible for my safety as a skier and backcountry traveler. I represent and warrant to Cumbres that I am voluntarily using the yurt with full knowledge of the inherent risks, hazards, and dangers involved and I hereby assume and accept any and all risks of physical injury, mental injury, and/or death associated with said use of the yurt.**

The undersigned, for myself, my heirs, successors, executors, assigns, agents, insurance companies, and/or subrogors, hereby **personally, knowingly and intentionally waive and release, indemnify and hold harmless Cumbres**, its 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 costs), including, but not limited to, breach of warranty, strict liability, and negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, physical injury, mental injury, and/or death to me or my property as a result of my traveling to and/or from the yurt and/or use of the yurt, while participating in any and all of the activities associated with the use of the yurt, the use of Cumbres' information services and skiing and traveling in a wilderness environment located in mountainous terrain with various and unpredictable weather conditions, whether such damage, loss, physical injury, mental injury, and/or death results from the negligence, ordinary or gross, of Cumbres, and/or its directors, officers, agents, employees and volunteers or from any other cause.

In the event I am a group leader, I agree to personally save and hold harmless, indemnify, and forever defend Cumbres, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, demands, expenses, liabilities (including reasonable attorneys fees and costs) and any and all negligence, ordinary or gross, 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 has signed by a parent or guardian, and delivered to Cumbres this Cumbres Warning And Acknowledgement Of Risk, Release Of Liability And Indemnity Agreement, as a result of said member's travel to and from and use of the yurt, the property and/or facilities of Cumbres. **This Release is intended to be a comprehensive full and complete release of Cumbres' liability and is intended to waive all defenses that I may have to said full and complete Release that are allowed by law.**

**3. Covenant Not to Sue**

The undersigned, for myself, my heirs, my successors, assigns, agents, executors, insurers, and subrogors, further agrees not to sue Cumbres, or its directors, members, managers, officers, agents, employees and/or volunteers, as a result of any physical injury, mental injury, property damage, and/or death suffered in connection with my use of the yurt or the traveling and skiing to and from the yurt, or any other activities covered by this Release.

**4. Continuation of Obligations**

The undersigned further agrees that the terms and conditions of this Release shall continue in full force at all times during and after participating in the activities of Cumbres Adventures, LLC, and shall be binding upon my heirs, my successors, assigns, agents, executors, insurers, and subrogors.

**5. Binding Effect**

The provisions of this Release shall apply to and bind the undersigned and their successors, heirs, legal representatives, and permitted assigns.

**6. Notices**

All notices hereunder shall be in writing and shall be served by prepaid registered or certified mail, or by personal delivery. Any such notice to a party shall be deemed to be given and effective five days after such notice has been deposited in the United States Mail addressed at the address set forth in the signature page or when personally delivered to and received by the specified party.

**7. Construction**

This Release shall, in all cases, be construed as a whole according to its fair meaning and not strictly for or against any party. This Release and any and all documents executed pursuant hereto shall be construed and enforced in accordance with the laws of the State of Colorado. The undersigned has had the opportunity to have their counsel review this Release and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Release. Words used in the singular herein shall include the plural, and words used in the plural shall include the singular. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Release so require.

**8. Time** Time is of the essence for each term and provision of this Release.

### **9. Effectiveness of Waivers**

No waiver of any of the provisions of this Release shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, whether of a similar or dissimilar nature, unless expressly so stated in writing.

### **10. Survival of Provisions**

All representations and warranties and all unperformed obligations herein stated shall survive the execution of this Release and the undersigned shall remain bound by this Release until all of the undersigned's respective obligations hereunder have been completely performed. The undersigned agrees to execute all instruments or documents as may be reasonably required to consummate the transactions contemplated by this Release.

### **11. Headings**

The headings or captions under sections of the Release are for convenience and reference only, and do not form a part hereof, and do not in any way modify, interpret or construe the intention of the parties or affect any of the provisions of this Release.

### **12. Severability**

If any provision of this Release or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Release and the application thereof, other than those provisions as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted at law or in equity.

### **13. Entire Agreement**

The undersigned expressly agrees and warrants that all agreements, covenants, representations, and warranties, expressed and implied, oral or written, concerning the subject matter hereof are contained herein and the same shall survive closing and shall not be merged thereby. Except as expressly contained in this Release, no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party hereto to the other concerning the subject matter hereof. Neither this Release nor any of the terms provisions, conditions, representations, or covenants herein contained can be modified, changed, terminated, amended, superseded, waived or extended except by an appropriate duly executed written instrument.

### **14. Counterparts**

This Release may be executed in multiple original counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

### **15. Attorneys Fees**

Should Cumbres retain counsel for the purpose of defending any claim associated herewith, or enforcing any provision herein, then, if such matter is settled by judicial determination, Cumbres shall be entitled to be reimbursed by the undersigned for all costs and expenses it incurs thereby including, but not limited to, reasonable attorneys fees, expert fees and costs for the services rendered to Cumbres.

### **16. Requisite Authority**

Undersigned warrants that he/she has the legal authority to enter into this Release and to execute all related documents.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS USE, WAIVER AND RELEASE AGREEMENT PROVIDED TO ME BY CUMBRES ADVENTURES, LLC.

PARENTS, PLEASE SIGN FOR ANY CHILDREN UNDER 18 YEARS OF AGE. YOUR SIGNATURE INDICATES THAT YOU ARE THE LEGAL GUARDIAN AND/OR PARENT OF THE CHILD AND GIVE YOUR PERMISSION FOR THEM TO TRAVEL TO AND USE THE YURT. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS USE, WAIVER AND RELEASE AGREEMENT.

DATE OF TRIP	LEADER WHO MADE THE RESERVATION
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**Print Name**

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**Signature**

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Mailing Address

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**EMERGENCY CONTACT:**

