dd01454_.wmf **Circle Rock Retreat**

**CABIN/YURT/TEEPEE 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 Circle Rock Retreat and its associated land owners to use the cabin, yurt, and/or teepee, I acknowledge and agree to the following warning, waiver, release and indemnity.

I acknowledge that skiing, hiking and wilderness recreation 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:**

1. Risks arising from skiing, snowshoeing, or hiking 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 rout finding in a wilderness environment in mountainous terrain; and risks of getting lost;
3. Risks arising from travel and overnight stays at altitudes above 8,000 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;
4. Risks arising from use of remote, simple camping accommodations with limited communication systems in a wilderness environment in mountainous terrain;
5. Such other risks, hazards and dangers that is integral to wilderness recreation and camping in a wilderness environment in mountainous terrain.

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dd01454_.wmf **Circle Rock Retreat** (risk, release of liability and indemnity agreement – Page 2)

I understand that recreating in a wilderness environment in mountainous terrain may require good physical conditioning and a degree of skill and knowledge. I understand that I have responsibilities in relation to my recreation in a wilderness environment. **I am voluntarily using the Circle Rock Retreat facilities 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.**

\_\_\_\_\_\_\_\_please initial

Lastly, I for myself, my heirs, successors, executors and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, ENDEMNITY AND HOLD HARMLESS THE CIRCLE ROCK RETREAT OPERATORS,** 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 damage, loss, injury, paralysis, or death to me or my property as a result of traveling to or from Circle Rock Retreat or use of the retreat facilities (cabin, yurt, teepee, or surrounding wilderness environment), whether such damage, loss, injury, paralysis, or death results from ordinary negligence of the Circle Rock Retreat operators, 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, indemnity and forever defend the Circle Rock operators, their directors, officers, agents, employees and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys’ fees) and **ordinary 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 Circle Rock Retreat a *Warning and Acknowledgement of Risk, Release of Liability and Indemnity Agreement,* as a result of said member’s travel to and use of the Circle Rock Retreat facilities and property of the Circle Rock Retreat operators.

I, for myself, my heirs, my successors, executors, and subrogors, further agree to not sue the owners/operators of Circle Rock Retreat as a result of any injury, paralysis, or death suffered in connection with my use of Circle Rock Retreat facilities or travel to and from these facilities. 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.**

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Print Name Signature

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Person Who Made the Reservation My Mailing Address

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date of Trip City, State, Zip

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Phone Number E-Mail Address

I acknowledge that if for any reason, medical or otherwise, I cannot go on the trip, and it is within the 7 day cancellation date, I am **NOT** eligible to receive a refund or credit.

\_\_\_\_\_\_\_\_\_Please Initial