

**RELEASE OF LIABILITY
READ CAREFULLY BEFORE SIGNING**

In consideration for my being permitted by Hidden Treasure Adventures, Inc. and all landowners on which the Yurt is located, to use the "Yurt" in the White River National Forest, Eagle County, Colorado, I agree to the following waiver and release of liability:

1) I acknowledge that skiing, hiking and/or biking and wilderness travel has inherent risks, hazards and dangers that cannot be eliminated, particularly in a wilderness environment in mountainous terrain. I expressly and voluntarily assume all risks of serious injury and death that may result from my participation in a remote location in the mountains.

2) In exchange for being permitted by Hidden Treasure Adventures, Inc., to use the Yurt and all the equipment associated with the Yurt, I hereby **RELEASE AND DISCHARGE** Hidden Treasure Adventures, Inc. and its employees, and legal representatives ("the Released Parties"), from liabilities for injuries, damages and failure to fulfill reserved time at the yurt arising out of my participation, including any losses **CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY** of the Released Parties.

3) I certify that I have no physical or mental disability or defect which would prevent me from safely being physically active in a remote area at high altitude.

4) I fully understand the risks, hazards and dangers that are involved in decision making and route finding in a wilderness environment in mountainous terrain, where weather is changeable and unpredictable and where avalanches, rock falls, lightning and other acts of nature may occur.

5) I also agree that I **WILL NOT SUE OR MAKE CLAIM AGAINST THE RELEASED PARTIES** for any injuries or damages sustained as a result of my use of the Yurt, and I will indemnify and hold harmless the Released Parties from all claims, judgements, and costs, including reasonable attorney's fees, incurred in connection with any action that might be brought as a result of my use of the Hidden Treasure Adventures, Inc.'s services and accommodations provided at the Yurt.

6) I understand this release applies to each and every use I may make of the services of Hidden Treasure Adventures, Inc. and that this release shall also prevent my spouse, heirs and assigns from pursuing any legal action or claim.

7) This release sets forth all agreements, representations and understandings between the Released Parties and myself concerning liability for injuries and damages. No change, alteration, deletion or addition to this Release shall be binding upon the Released Parties and me unless it is in writing, signed by the Released Parties and myself, and attached to this Release.

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

Signature _____ Date _____

(Print Your Name)

Mailing Address _____

City, State, Zip _____

Reservation Name _____ Trip Date _____

Customers under 18 years of age must have a parent or guardian sign for them.

At least 30 days prior to your trip, please mail to:

Hidden Treasure Adventures, P.O. Box 1861, Gypsum, Colorado 81637

Thank you.

