



# HIKING

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

NOTE: ALL PERSONS HIKING IN THE CANYON MUST BE OUT BY 5 PM.

In consideration of being permitted to participate in the activities known as Hiking at Cave of the Winds or being permitted to enter for any purpose any restricted area (any area requiring special authorization to enter or any area to which admission by the general public is restricted or prohibited), the undersigned for him/her self or for his/her participating minor child and any personal representative, heirs, and next of kin:

1. Hereby acknowledges that campfires, alcohol, drugs, firearms, camping, climbing, rappelling, walking within 10 feet of any cliff or drop off, going underground in caves, or going underneath any rock outcropping are expressly prohibited on Cave of the Winds property and that all pets must be leashed at all times.
2. Hereby acknowledges that the Hiking is an activity which has inherent dangers that no amount of care, caution, instruction, or expertise can eliminate. These hazards involve the risk of serious injury, death, and/or property damage and may include, but are not limited to, slippery surfaces, dislodged rocks, low temperatures, equipment malfunction, and others. The undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Released Parties.
3. Hereby expressly and voluntarily assumes all risk of death, personal injury, property damage, and any loss or liability, including the risk of passive or active negligence of the released parties; or hidden, latent, or obvious defects or hazards in the equipment or on the property itself which may be incurred while Hiking (or which may be incurred by the participating minor child).
4. Hereby declares that I (or my participating minor child) have no history of illness or injury that may hinder my ability to participate in Hiking at Cave of the Winds. I hereby assume full responsibility, both financial and legal, for any previous illness or injury to myself (or my participating minor child) which may be exacerbated by my participation in Hiking.
5. Herby forever covenants not to sue Cave of the Winds, their respective administrators, directors, shareholders, agents, officers, members, volunteers, employees, other participants, sponsors, advertisers, related entities, heirs, personal representatives, affiliates, successors, assigns and, if applicable, owners and lessors (collectively, the Released Parties) of premises on which the activity takes place. I release and discharge all Released Parties from all liability for any such injuries, damages, losses or death, including but not limited to any liability which might be based on any act, negligence or omission by any of the Released Parties.
6. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Released Parties, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. Hereby agrees to be financially responsible for any medical treatment and/or any necessary emergency evacuation resulting from participation (or that of the minor child) in Hiking.
8. Hereby agrees to allow Centennial Enterprises, Inc. to use any photos taken of me (or the participating minor child) for purposes of publicity, advertising and other promotions. I hereby release and discharge each of the "Released Parties" from any and all claims and demands arising out of or in connection with the use of the photographs, including any and all claims for libel.
9. Hereby acknowledges that this property has difficult terrain where a fall may cause injury or death. In addition, the mountainous areas used for hiking have steep slopes which, in their natural state, have many dangerous obstacles and hazards which may be hidden or covered by snow. Some of these obstacles and hazards include, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes, and depressions with varying and difficult conditions. These mountainous areas may also have dangerous man-made obstacles and hazards which may include steep road banks, fences, and other structures. The areas used for hiking may not have been travelled previously and are not regularly patrolled or examined. Because of forested areas, wild and rugged terrain or bad weather hikers may become lost or separated from their companions. Communication on this property is always difficult and, in the event of an accident, rescue and medical treatment may not be available. Cliff and canyon walls and ceilings contain loose rock. Rock falls are a normal and frequent occurrence. Harmful organisms, animals, mammals, reptiles, insects, and toxic gases may be present on the property. Hiking can subject individuals to extreme and abnormal physical stresses. If you have back problems, are recovering from surgery or broken bones or you are or may be pregnant, you should not attempt Hiking. Hikers can also experience psychological stresses. If you suffer from any psychological stresses, this excursion may not be for you. Hiking on the property will subject a Hiker to other unknown hazards and risks. This document attempts to list the most commonly encountered hazards and risks; however, it should not be considered as an all-inclusive listing.
10. I have read this Hiking Release and Waiver of Liability Assumption of Risk, and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent/Guardian of Participating Minor Child

\_\_\_\_\_  
Date