

IMPORTANT: THIS Is a LEGAL DOCUMENT – A RELEASE of LIABILITY

Please read and understand this document before signing. If you have any questions, please ask us or consult an attorney. You are giving up specific legal rights for you, your family and your heirs, by signing this contract.

Mountain Minds Therapy, PLLC its employees, agents, directors, officers, sponsors, advertisers, volunteers, contractors, lessors and land owners (hereinafter Mountain Minds) hope that you have a rewarding experience. We wish to inform our guests that hiking, camping and backpacking, (hereinafter Backpacking) are not risk free. The same elements that contribute to the unique character and fun of Backpacking such as the physical exertion or the settings can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGEMENT of and EXPRESS ASSUMPTION of the RISK

There are risks that accompany all aspects of life as well as Backpacking. Some of these risks are inherent in the activity; some are changed, increased or decreased due to the activities of Mountain Minds. You must understand and accept all the risks of the activity, inherent and others.

Any time you are hiking there are risks to be encountered which you need to understand. This is more important if you are from an urban environment and are not used to the changes in the terrain, environment and conditions if hiking outside a city. You will be living, camping and traveling outdoors, where you will be subject to numerous risks: environmental ones and others. Activities and risk vary on each-trip and may include hiking, backpacking, and camping.

Travel is by foot. Travel by foot is over rugged, unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collisions, falling; drowning and others usually associated with such travel.

The most important thing to remember is to be prepared in advance. You will need plenty of water, rain gear, sun protection and good hiking shoes. Whenever you are hiking you will be crossing uneven terrain, stepping on unstable rocks or crossing streams. Footing will be unstable and difficult. You can slip and fall while hiking. The trails that you will be traversing may be next to cliffs or dangerous. You may be hiking up and down hills.

You will be in the country where animals, dangerous plants and insects are present. Any animal you encounter in the wilderness is dangerous. Plants can be poisonous to the touch and more so if ingested. Leave all plants, insects and animals alone and in peace. Water in the wilderness may also be dangerous if consumed. Do not drink any water unless it has been purified or treated. Washing your hands before eating or after performing bodily functions is critical in maintaining good health.

Meals are prepared over stoves and open fires. Water often requires disinfecting before use. Camping hazards may include burns, cuts, diarrhea, and flu-like illness.

Environmental risks include rapidly moving, deep or cold water, insects, snakes, predators, and other animals. Falling and rolling rock: lightning, avalanches, flash floods, and unpredictable forces of nature, including weather, that may change to extreme conditions without notice. Additional risks are hypothermia, frostbite, high-altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Sleeping out-of-doors can present special problems. Even with outdoor mattresses or pads, sleeping can be uncomfortable. Sleeping outdoors where the air is subject to greater environmental changes can be uncomfortable. Insects and other animals may visit your campsite or disturb you at night.

Decisions are made by the instructors, guides and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Participants may have free and unsupervised time. Throughout the program, participants are responsible for their own safety and for the safety of other members of their group.

You will be several hours' travel by canoe or boat from any medical facility. Transportation may be by car, boat, animal, or litter. Your guides will probably be the immediate medical care you will have available.

High-Altitude Pulmonary Edema (HAPE) and High-Altitude Cerebral Edema (HACE) occur when you are at high altitudes and probably have not acclimated properly. HAPE and HACE can be fatal if not treated quickly. Treatment is a quick descent to a lower altitude and supplemental oxygen. AMS or Acute Mountain Sickness is another illness when you ascend or remain at altitudes normally above 8000'. You need to be aware of these issues and immediately notify your guide if you are experiencing any issues or problems.

Your guide will attempt to monitor your water intake and general well-being; however, it is your responsibility to take care of yourself, pay attention to your guide's advice and notify your guide if you are not feeling well.

PLEASE READ OTHER SIDE

Decisions are made by the instructors, guides and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Guide decisions are based on experience, observation, participant abilities and numerous other factors at the time. Weather can change; participants can tire, and abilities are not as stated, which may change the entire situation placing people at risk. As a participant, you accept these risks and situations based on guide decisions and other factors.

Therapy, counselling and other types of communication or help can be wonderful in these settings. At the same time, these settings create bigger problems for participants who might not be fully prepared for the activity or any emergency that may arise. You understand and agree that you have had a meeting with your guide about these issues and discussed those risks separately.

Participants may have free and unsupervised time. Throughout the program, participants are responsible for their own safety and for the safety of other members of their group.

Mountain Minds is not responsible for any alcohol or drugs (legal or illegal) you bring onto the premises, race or activity. If you bring alcohol or drugs or consume alcohol or drugs on the premises, race or activity you are responsible for yourself and those around you. Do not drink or use drugs and leave the premises. Drinking alcohol or using drugs to excess can lead to accidents, make you vulnerable and ill, or you may even suffer permanent damage. Drink Responsibly and use any drugs wisely.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur while engaging in any of the Backpacking described above, or that you may encounter. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

You certify that you have reviewed this document with your family. You certify that you have examined the Mountain Minds website and looked at the information, risks and videos posted on the company website. You certify that your family, including minor children and yourself are fully capable of participating in a Backpacking, demo, training or program. You state that you have read the above statement on some of the possible risks in this activity. Therefore, you assume full responsibility for yourself, your family, including minor children, for bodily injury, death, and loss of personal property and any expenses as a result of **your negligence, negligence of your family, or the negligence of Mountain Minds**. You hereby **expressly consent and assume all risks of the activity** for yourself and your family, including the risks associated with traveling to and from the activity. You also understand that Mountain Minds reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Backpacking. Your family and you are in good physical condition and able to undertake this activity. You understand and agree that this is a voluntary activity, and you are doing so for recreational purposes and do so voluntarily. If a Parent you agree to read and to explain to any minor all posted signs and warnings, including instructions on use of equipment as well as the risks outlined in this agreement and agree participants will obey all signs, and warnings posted and to obey instructions from staff.

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

For the opportunity of Backpacking with Mountain Minds as consideration, you agree to waive any legal right to any claim and agree to **indemnify and hold harmless** Mountain Minds, its agents and employees, as set forth above, from all claims, damages, losses, injuries, and expenses arising out of or resulting from your family's or your participation in these activities for all past, present or future claims, demands, and causes of action. This release of liability covers **all risks of the activity and any negligence** of Mountain Minds, including claims for **negligent** hiring, instruction, operation or other forms of negligence not normally associated with the Backpacking or associated with the business and employees and covers strict liability claims, contract claims (express or implied), warranty claims, and tort claims, whether based on common law or any statute or regulation. You agree that Mountain Minds has a **subrogation/right to indemnification** for your actions based on any permit, grant, contract or agreement with third parties. You further **agree to release, acquit, and covenant not to sue** Mountain Minds, its agents, and employees for all actions, causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including the **negligence of Mountain Minds, negligence of another participant**, or negligence of your family, yourself, or your heirs, against Mountain Minds arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. **In short, you cannot sue Mountain Minds or anyone else for any reason if you or your family or minor child may receive an injury, and if you do, you cannot collect any money.**

This release shall not be superseded by any other agreement, nor shall this release supersede any agreement, whether there is any perceived inconsistency or not.

PLEASE READ OTHER SIDE

You agree to **indemnify, agree to subrogation** and to **reimburse** Mountain Minds for any damages, costs, fees or expenses Mountain Minds expends on you or your family's behalf, including the cost of any Search and Rescue or for any damages you may do to third parties. You understand this means you are the insurer for the Mountain Minds for any actions or damages, you or your family may incur.

You agree to the site of any lawsuit and the law governing any such lawsuit shall be **Adams County Colorado** and governed by **Colorado law** no matter the perceived or actual difficulties, deprivation of a meaningful day in court, or the harm to either party's case or trial in **Adams County Colorado** applying **Colorado Law**. You understand and agree that you may be giving up the right to a deprivation of a meaningful day in court and that there are no extraordinary circumstances that would change that legal issue. You agree this forum selection clause applies to all claims, counterclaims, defenses and third-party claims brought by either party to this agreement. The terms of this agreement shall continue and be, in effect, after the Backpacking has ended. No changes to this document are valid.

As liquidated damages, you hereby agree that if Mountain Minds is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by yourself, your executors, or your heirs, on your family's or your behalf, your heirs or executors, and you agree to pay Mountain Minds' costs and attorney's fees if they successfully defend such action, lawsuit or litigation. You understand and agree that you are indemnifying Mountain Minds for any claim you may bring or for any injury you receive. If you do, you will pay the Mountain Minds' damages and costs, including attorney fees. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties and all prior understandings or communications, electronic, online, written or oral, are superseded by this Agreement. If you do not want to sign this release, you understand you cannot go to Backpacking, and you are free to go to Backpacking with other companies.

All members and guests are responsible for securing their own health insurance. The Mountain Minds does not provide medical coverage for injuries sustained on the premises or while participating in Mountain Minds-sponsored activities and events, whether on the premises or not. You have adequate health, disability, and life insurance for your family and yourself.

You hereby give permission for transportation to any medical facility or hospital. You authorize any qualified person or medical personnel to render necessary emergency medical care for yourself and your family. You hereby authorize the release of any medical information, including information concerning your HIV or "Aids" status, in the possession of Mountain Minds to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on your behalf. You hereby waive any action or claim against Mountain Minds or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information, including your HIV or "Aids" status.

You, of your own free will, for your family, your minor children, your heirs and executors and yourself, have read, understand and acknowledge the risks and liability for yourself and your family.

You acknowledge that you have received a Copy of this Document if you wanted one. You understand that you are signing this document electronically or may be signing this document electronically in the future. You understand and agree under state and Federal law; there is no difference between signing this electronically or in writing.

You Have Read and Understood this Agreement. You are Voluntarily Signing this Agreement. You understand you are giving up certain legal rights for yourself, your family and your heirs.

By signing this you understand you, your family and your heirs cannot sue for any reason. If you or anyone else sues because of your injury you, and they cannot collect any money. If anyone sues and loses you will owe us money.

You understand that pursuant to Colorado Revised Statutes § 13-22-107, this release is effective in preventing claims or litigation for injuries your child may receive.

I understand I am signing this for myself, my family and my minor children.

PARTICIPANT SIGNATURE

ADDRESS

PRINTED NAME

CITY, STATE POSTAL CODE

EMAIL ADDRESS

TELEPHONE

DATE

PLEASE READ OTHER SIDE

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