

**EL SENDERO WINTER USE
WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY
AND INDEMNITY AGREEMENT – P1 of 2**

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for my being permitted to participate in the use of the hut leased from Washington State Department of Natural Resources (DNR), and operated by El Sendero Backcountry Ski and Snowshoe Club (“El Sendero”) (all collectively “Hut Operators”), I acknowledge and agree to the following warning, waiver, release and indemnity.

I acknowledge that skiing and wilderness travel in the winter have inherent risks, hazards and dangers for any skier which 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 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 route finding in a wilderness environment in mountainous terrain; and risks of getting lost and of not reaching the hut;
- (3) Risks arising from travel and overnight stays at an altitude just below 7,000 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 the use of a remote, simple hut with no communication systems in a wilderness environment in mountainous terrain;
- (5) Such other risks, hazards and dangers that are integral to the sport of skiing and to skiing and wilderness travel in the winter in a wilderness environment in mountainous terrain.

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I have read the information provided to me by El Sendero through my group leader concerning the use of the Hut. I also acknowledge that Hut Operators and their staff have been available to more fully explain to me the risks, hazards and dangers of skiing, winter travel and use of the Hut. I understand that skiing to use the Hut in a wilderness environment in mountainous terrain may require good physical conditioning and a degree of skill and knowledge different from other types of skiing. I understand that I have responsibilities as a skier and backcountry traveler in the winter. **I am voluntarily using the Hut 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.**

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**EL SENDERO HUT WINTER USE
WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY
AND INDEMNITY AGREEMENT – P2 of 2**

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Lastly, I, for myself, my heirs, successors, executors and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS THE HUT 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 any damage, loss, injury, paralysis, or death to me or my property as a result of my traveling to or from the hut or use of the Hut, the use of their information services and skiing and traveling in a wilderness environment in mountainous terrain, whether such damage, loss, injury, paralysis, or death results from **ORDINARY NEGLIGENCE** of the Hut Operators or any of them, 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, indemnify, and forever defend the Hut 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 have not signed, or had signed by a parent or guardian, and delivered to El Sendero an El Sendero Hut Winter Use, Warning And Acknowledgement Of Risk, Release Of Liability And Indemnity Agreement, as a result of said member's travel to and use of the huts, the property and facilities of the Hut Operators.

I, for myself, my heirs, my successors, executors and subrogors, further agree not to sue the Hut Operators as a result of any injury, paralysis or death suffered in connection with my use of the Hut System or the traveling and skiing to or from the Hut. This release is intended to be a comprehensive release of liability but is not intended to assert defenses which are prohibited by law.

_____ please initial

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

Print Name

Signature

Person Who Made the Reservation

Mailing Address

Date of Trip

City, State, Zip

Phone Number E-mail Address