

Southwest Wilderness Experience, llc

11651 County Road 326
Pagosa Springs, Colorado 81147-9965

GUEST AGREEMENT

Although Southwest Wilderness Experience, llc, has made reasonable efforts to provide you with safe and adequate facilities and accommodations at the Wilderness B & B so that you can enjoy your wilderness lodging experience, we wish to remind you that this facility is not without risk. Certain risks cannot be eliminated without destroying the unique character of this wilderness based setting. The same elements that contribute to the unique character of this facility can be causes of accidental injury or illness or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for staying at the base camp, also known as the "Wilderness B & B", but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

In consideration of the services of Southwest Wilderness Experience, llc, their officers, agents, employees, stockholders, and all other persons of entities associated with those businesses (hereinafter collectively referred to as "SOUTHWEST WILDERNESS EXPERIENCE"), I agree as follows:

I am aware that during my stay at the Wilderness B & B, that certain risks and dangers may occur, including but not limited to: the hazards of travel in a natural area through rough terrain and water and the forces of nature; acts of other guests; weather conditions; contact with plants or animals; my own physical condition or my own acts or omissions; condition of roads, trails or terrain, and accidents with their use; first aid, emergency treatment or other services rendered; consumption of food or drink; behavior of livestock.

I am aware that this lodging accommodation and any associated activities entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My stay at this facility is purely voluntary, no one is forcing me to participate in any activity, and I elect to stay here and participate in spite of the risks.

I further agree to release, covenant to hold harmless and indemnify SOUTHWEST WILDERNESS EXPERIENCE, its agents or employees, and all other persons or entities from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage. I also certify that I have read and understand the Campground Rules and understand that I may lose my deposit per any infractions of these Rules.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I affirm that my general health is good and that I am not under a doctor's care for any condition which will endanger my health or the health of the other guests. I also affirm that I have provided accurate and truthful information on the Registration Form concerning my health and level of outdoor experience. In case of injury and/or illness, I will bear the cost of any evacuation procedures such as ambulance, helicopter, rescue team and professional medical care.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estates, and for all members of my family, including any minors accompanying me. I acknowledge that I am not relying on any oral, written, or visual representations or statements made by SOUTHWEST WILDERNESS EXPERIENCE, including those made by its brochures or other promotional material, to induce me to participate in this activity.

Printed name: _____ Signature: _____

Date of Birth: _____ If under 18, signature of parent or guardian: _____

Mailing Address: _____

Date: ____/____/____ License Plate Number and State: _____