

## GUIDED CLIMBING AND BOULDERING WAIVER AND RISK AGREEMENT

Read thoroughly prior to signing and please ask questions if you do not understand any aspect of this Agreement.

Our guided activities: rock and ice climbing, Via Ferrata, bouldering, and trekking/backpacking (hereinafter "Activities") are inherently dangerous. Basecamp Bouldering, LLC provides the following information and warnings to all prospective participants in Activities with guides provided by Basecamp Ouray, LLC:

1. Climbing outdoors in rocky, icy, and mountainous terrain is an inherently dangerous sport. All guided trips, whether climbing, bouldering, Via Ferrata, or ice climbing are inherently dangerous, regardless of the qualifications and experience of the guide(s).
2. Basecamp Bouldering, LLC, its employees, management, and agents do not, and cannot, guarantee your safety on any climb, bouldering trip, ice climb even when such activity is under the supervision of a professional guide engaged through Basecamp Ouray, LLC.
3. Risks include equipment failures, injuries while hiking, injuries while approaching or leaving a climb, injuries from falling from any height, jumping, or otherwise abruptly leaving the climbing path, whether unintentionally, intentionally, or through negligence, as well as injuries from rockfall, icfall, rockslides, disturbance or movement of rocks, dirt, trees, or other natural terrain elements which may fall onto a climber or fall away in a manner that leaves the climber with no foothold or handhold. Equipment such as crampons, ice axes, and other climbing equipment can cause serious injury or death whether used properly or improperly. Other risks include the negligence of the participant, another group member, or a Basecamp Ouray guide or employee. These injuries can include MENTAL ANGUISH AND TRAUMA, PERMANENT INJURY, PARALYSIS, DISABILITY, or DEATH.
4. Participants are responsible for their own safety and the safety of other members of the group participating in Activities. This document's list of injuries, trauma, and risks is not exclusive or exhaustive. I certify that my I, my family, and any other Activity participants are in good physical condition and are fully capable of engaging in the Activities we are choosing to participate in. Basecamp Ouray reserves the right to refuse service to any person it deems incapable of safely participating in the Activities.
5. The Activities require participation in close proximity to others, and using equipment that has been handled by others. As such, Activities may increase the risk of contracting communicable disease. Neither Basecamp Ouray's employees, directors, officers, agents, or volunteers have been screened for all communicable diseases. Communicable diseases may be contagious when symptoms are not present. By participating in Activities, you assume all risk of contracting illness, and, if such were to occur, agree to indemnify and hold harmless Basecamp Ouray, its employees, directors, officers, agents, or volunteers.
6. I give permission to any qualified guide or medical professional to deliver medical care in the event of an emergency, including transportation to the appropriate medical facility. I authorize the release of any and all medical information to any medical professional, qualified guide, or other person delivering medical care.

In consideration of being allowed to participate in a guided climbing, bouldering or ice climbing trip, including Via Ferrata, offered by Basecamp Ouray, LLC, the undersigned agrees to:

7. KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, including those risks and resulting injuries arising from the negligence of the participant, or others, and by signature below, does assume full responsibility for participation.
8. Comply with all instructions, provided by Basecamp Ouray, LLC staff during explanation of equipment use.
9. Comply with all instructions and directions of the guide during the trip.
10. By signing below, I fully understand that I cannot sue Basecamp Ouray, their subsidiaries, employees, directors, officers, agents, advertisers, volunteers, and sponsors, and agents of sponsors. If you do sue, you cannot collect money. If you sue and lose, you will cover Basecamp Ouray's expenses arising from the lawsuit.

AND, I, the undersigned, for myself and on behalf of my heirs, agents, personal representatives, next of kin, or legal representative, HEREBY RELEASE, WAIVE, INDEMNIFY AND HOLD HARMLESS Basecamp Ouray, LLC, its officers, officials, agents, employees, Friends of Ouray Via Ferrata, the City of Ouray and its elected officials, staff and employees, other participants, sponsors, advertisers, and the owners/lessors of the premises in which the activities are conducted ("Releasees"), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss to my person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEE/PARTICIPANT or otherwise, to the fullest extent permitted by law.

AND, I, the undersigned, for myself and on behalf of the heirs, agents, personal representatives, next of kin, or legal representative of the minor child, HEREBY RELEASE, WAIVE, INDEMNIFY AND HOLD HARMLESS Basecamp Bouldering, LLC, its officers, officials, agents, employees, other participants, sponsors, advertisers, and the owners/lessors of the premises in which the activities are conducted ("Releasees"), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH that the minor child may suffer, or loss to the minor child's person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES or otherwise, to the fullest extent permitted by law.

I AFFIRM THAT I HAVE FULLY READ THIS DOCUMENT and fully understand its terms, understand that I have given up substantial rights by signing it and signing it freely and voluntarily without inducement.

Participant Name (printed): \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_

Minor Child's Name (printed): \_\_\_\_\_

Minor child's age: \_\_\_\_\_

Parent or Guardian Name (printed): \_\_\_\_\_

Parent or Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_