

# ***Cielo Vista Ranch Waiver***

***(Revised 5-18-10)***

The undersigned, a guest of Cielo Vista Ranch (“Guest” or “Hiker”), utilizing Cielo Vista Ranch (“Property”) for the purpose(s) of travel in the mountains and outdoor adventure based activities such as hiking, camping, backpacking, rock climbing, mountaineering, backcountry skiing, and/or other recreational sports (“Activities”), hereby WARRANTS and REPRESENTS the following to Cielo Vista Ranch (“Owner”):

1. *That Guest has read and understands the following Rules and Information for the use and enjoyment of Cielo Vista Ranch, including but not limited to:*
  - a. *Guest shall be allowed access to the Property on the day of the Activities at 6:00 a.m. and Guest must check out and leave the Property no later than 6:00 p.m. as overnight Activities are not allowed (unless arrangements have been made with Owner prior to the Activities’ commencement);*
  - b. *Guest’s vehicle(s) must stay on designated roads and must park where indicated by Owner;*
  - c. *Without express permission from the Owner, no hunting, fishing, or camping shall be allowed;*
  - d. *Guest is not allowed to take any firearms, alcoholic beverages, illegal drugs, pets or domestic animals on the Property at any time; and must not leave any litter or cause any damage to the Property;*
2. *That Guest’s strict compliance with Owner’s rules is a condition precedent to Guest’s use of Cielo Vista Ranch;*
3. *That Guest is hereby notified and cautioned that the terrain is rough, animals on the Property can be dangerous, and the Activities are hazardous recreational activities and may entail inherent known and unanticipated risks, hazards, and dangers that could result in physical or emotional injury, paralysis, death, or damage to Guest, property, or to third parties;*
4. *That Guest is hereby notified and cautioned that the risks associated with Activities cannot be estimated, particularly in a mountainous environment, and may include, without limitation, among other things:*
  - a. *Slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia; hyperthermia (heat related illnesses); heat exhaustion; sunburn, dehydration; exposure to potentially dangerous wild animals and reptiles, insect bites and hazardous plant life; equipment failure; and improper lifting or carrying;*
  - b. *Risks arising from Activities in areas where weather conditions may vary, are unpredictable and change, where objects are not marked and hazards may not be*

*visible, and where avalanches occur;*

*c. Risks involved in decision making and route finding, including but not limited to, unpredictable and/or varying weather conditions in mountainous terrain and risks of getting lost;*

*d. Risks arising from travel and potential overnight camping and/or bivouacking at altitudes ranging from 8,000 feet to 14,000 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;*

*e. Any and all other risks, hazards, and dangers which are integral to the Activities in varying weather conditions in mountainous terrain.*

*5. Guest agrees that:*

*a. Guest's use and enjoyment of Cielo Vista Ranch is solely at the Guest's own risk;*

*b. Guest agrees that his/her participation in the Activities is purely voluntary;*

*c. Guest is willing to assume and agrees to bear the costs of any injury, including but not limited to, any effects upon Guest's pre-existing physical and/or medical condition, known or unknown, or damage he/she may cause or suffer while participating in the Activities;*

*d. Guest understands that Owner, its employees and representatives, are not equipped to render emergency aid and may not be available on the Property at the time Guest is present;*

*e. Guest's use of privately owned vehicle(s) on the Property are used at Guest's own risk;*

*f. Any climber that fails to sign out when leaving the Ranch or leaves the ranch after 6:00 pm agrees to make a \$100.00 contribution to The Costilla County Search & Rescue.*

*6. That the Owner is relying on Guest's warranties and representations as inducements to Owner to grant permission for Guest to use and enjoy the Cielo Vista Ranch Property; and that without Guest's warranties and representations herein, Owner would not permit Guest to enter and/or use the Property;*

*7. Guest agrees that this Waiver shall be governed by the laws of the State of Colorado. Guest further agrees that if any portion of this Waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect; and*

*8. Guest represents and warrants that he/she is over the age of eighteen, has read this Waiver, understands and agrees with its terms, and that the consent of no other party is necessary to provide the full and complete permission, license, release, and assumption of Risk granted by this Waiver.*

**For and in consideration of Owner's grant of permission for Guest to use and enjoy the Cielo Vista**

Ranch Property, Guest hereby WAIVES all claims for liability against the Owner, its partners, agents, employees, attorneys, and representatives, and hereby RELEASES, HOLDS HARMLESS, and INDEMNIFIES Owner, its partners, agents, employees, attorneys and representatives from all claims for damages (together with all costs, expenses, and attorney's fees) for injury to personal property, personal injury, illness and death arising out of Guest's use and enjoyment of Cielo Vista Ranch, whether direct or indirect, and whether presently existing or to arise in the future. GUEST'S OBLIGATION WILL EXTEND TO ANY LOSS, EXPENSE, OR CLAIMS, INCLUDING ATTORNEY'S FEES AND RELATED COSTS, ARISING OUT OF OWNER'S NEGLIGENCE AND/OR ACTS OF OMISSION.

For and in consideration of Owner's grant of permission for Guest to use and enjoy the Cielo Vista Ranch Property, Guest hereby WAIVES all claims for liability against the Owner, it partners, agents, employees, attorneys, and representatives, and hereby RELEASES, HOLDS HARMLESS, and INDEMNIFIES Owner, its partners, agents, employees, attorneys, and representatives from all claims for damages (together with all costs, expenses, and attorneys fees) FOR INJURY TO, ILLNESS OR DEATH OF A MINOR CHILD IN THE CARE AND CUSTODY OF GUEST arising out of use of Cielo Vista Ranch , whether direct or indirect, and whether presently existing or to arise in the future. GUEST UNDERSTANDS AND CONFIRMS THAT GUEST'S OBLIGATION WILL EXTEND TO ANY LOSS, EXPENSE, OR CLAIMS, INCLUDING ATTORNEY'S FEES AND RELATED COSTS, ARISING OUT OF OWNER'S NEGLIGENCE AND/OR ACTS OF OMISSION.

*Peak (s) to be climbed:*

\_\_\_\_\_

*Date of Visit: from* \_\_\_\_/\_\_\_\_/\_\_\_\_ *to* \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_

*Guest's name (please print)*

*Guest's Signature*

*Guest*

*Address* \_\_\_\_\_

*Phone number* \_\_\_\_\_

*Emergency contact number* \_\_\_\_\_

*Date Signed* \_\_\_\_/\_\_\_\_/\_\_\_\_