

CIELO VISTA RANCH
Minor Waiver (revised 5-18-10)

The undersigned, a guest of Cielo Vista Ranch under the legal age of consent (“Minor Guest” or “Minor 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”), and Minor Guest’s Parent(s) and/or Guardian(s) hereby **WARRANT and REPRESENT** the following to Cielo Vista Ranch (“Owner”):

1. *That Minor Guest and Minor Guest’s Parent(s) and/or Guardian(s) have read and understand the following Rules and Information for the use and enjoyment of Cielo Vista Ranch, including but not limited to:*
 - a. *Minor Guest shall be allowed access to the Property on the day of the Activities at 6:00 a.m. and Minor 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. *Minor 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. *Minor 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; and*
2. *That Minor Guest’s strict compliance with Owner’s rules is a condition precedent to Minor Guest’s use of Cielo Vista Ranch;*
3. *That Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest are 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 Minor Guest, property, or to third parties;*
4. *That Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest are 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. *Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest agree that:*
- a. *Minor Guest's use and enjoyment of Cielo Vista Ranch is solely at the Minor Guest's and Parent(s) and/or Guardian(s) of Minor Guest's own risk;*
 - b. *Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest agree that Minor Guest's participation in the Activities is purely voluntary;*
 - c. *Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest are willing to assume and agree to bear the costs of any injury, including but not limited to, any effects upon Minor Guest's pre-existing physical and/or medical condition, known or unknown, or damage Minor Guest may cause or suffer while participating in the Activities;*
 - d. *Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest understand that Owner, its employees and representatives, are not equipped to render emergency aid and may not be available on the Property at the time Minor Guest is present;*
 - e. *Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest understand that Guest's use of privately owned vehicle(s) on the Property are used at Minor 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 the warranties and representations made by Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest as inducements to Owner to grant permission for Minor Guest to use and enjoy the Cielo Vista Ranch Property; and that without the warranties and representations made by Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest herein, Owner would not permit Minor Guest to enter and/or use the Property;*
7. *Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest agree that this Waiver shall be governed by the laws of the State of Colorado. Minor Guest and Parent(s) and/or*

Guardian(s) of Minor Guest further agree 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. *Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest represent and warrant that Minor Child has the express permission and consent of Parent(s) and/or Guardian(s) of Minor Guest to participate in the Activities, that Parent(s) and/or Guardian(s) of Minor Guest are over the age of eighteen, that Minor Guest and Parent(s) and/or Guardian(s) of Minor Guest have read this Waiver, understand and agree 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 Minor Guest to use and enjoy the Cielo Vista Ranch Property, Minor Guest and the Parent(s) and/or Guardian(s) of Minor Guest, hereby WAIVE all claims for liability against the Owner, its partners, agents, employees, attorneys, and representatives, and hereby RELEASE, HOLD HARMLESS, and INDEMNIFY 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 Minor Guest's use and enjoyment of Cielo Vista Ranch, whether direct or indirect, and whether presently existing or to arise in the future. THE OBLIGATION OF MINOR GUEST AND THE PARENT(S) AND/OR GUARDIAN(S) OF MINOR GUEST 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 Minor Guest to use and enjoy the Cielo Vista Ranch Property, Parent(s)/Guardian(s) of Minor Guest understand that while he/she may not waive a claim on behalf of a Minor Guest or a Minor Guest under his/her guardianship, he/she agrees to indemnify the above individuals and/or entities and parties, for any costs or damages for injuries to, illness or death suffered by Minor Guest and he/she agrees to RELEASE, HOLD HARMLESS, INDEMNIFY AND WAIVE all claims or causes of action for injuries to, illness or death of a Minor Guest. PARENT/GUARDIAN UNDERSTANDS AND CONFIRMS THAT THESE OBLIGATIONS WILL EXTEND TO ANY LOSS, EXPENSE OR CLAIMS, INCLUDING ATTORNEY'S FEES AND RELATED COSTS ARISING FROM CIELO VISTA RANCH'S NEGLIGENCE AND/OR ACTS OF OMISSION.

Peak(s) to be climbed:

Date of Visit: from _____/_____/____ *to* _____/_____/_____

Print Minor Guest Name

Minor Guest's Address

Print Parent or Guardian Name

Parent or Guardian Address

Parent or Guardian Phone Number

Parent or Guardian Signature

Date signed _____/_____/_____