



FOUR CORNERS GUIDES, LLC

**ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY
AND INDEMNIFICATION AGREEMENT**

NAME: _____ **AGE:** _____

ADDRESS: _____

CITY/STATE: _____ **ZIP:** _____

PHONE: _____ **EMAIL:** _____

On behalf of myself, and/or my minor child or ward, my/our successors, executors, administrators and/or assigns, including anyone claiming by or on behalf of me/us, and in consideration of permission to participate in tours, activities, or retreats (hereinafter “Activities”) coordinated and led by Four Corners Guides, LLC (hereinafter “FCG”), I acknowledge and agree as follows:

1. Express Assumption of Risk: I hereby acknowledge and agree that there are inherent hazards and risks associated with riding bikes, paddling packrafts, hiking, backpacking, and camping in the backcountry, as well as the transportation of equipment related to these activities, and traveling to and from activity sites. The risk of injury ranges from minor (such as scratches and bruises) to major (such as bites, lacerations, permanent disfigurement, and death). Understanding those risks, I hereby release and hold harmless FCG, or anyone acting on its behalf, from any liability whatsoever in the event of injury or damage of any nature (including death) to me or anyone else caused by or incidental to my participation in such Activities.
2. Covid-19 / Infectious Disease Disclaimer. I hereby acknowledge and agree that there exists a risk of exposure to infectious disease, including, but not limited to, Covid-19 and other communicable disease. I further understand that FCG’s Activities may take place in various locations and in different states, and therefore FCG’s business operations may be subject to various regulations, restrictions, and governmental orders, any of which may change on an ongoing basis without prior notice. I further acknowledge that I may also be subject to various regulations, restrictions, and governmental orders that are different from those regulations that FCG must comply with. As a result, I acknowledge and agree that the risk of infectious disease cannot be eliminated, and that as an express condition of participating in FCG’s Activities, I hereby release and hold harmless FCG, or anyone acting on its behalf, from any liability whatsoever in the event that I contract any infectious disease, and any resulting medical injury (including death), caused by or incidental to my participation in such Activities.
3. FCG Risk Management Plan. I hereby acknowledge that I have received, reviewed, and understand the FCG Risk Management Plan, which is hereby incorporated herein by reference, and that I agree to abide by the terms and directives set forth therein. Specifically, I understand that my ability to participate in any FCG Activity is contingent on my agreement to follow such terms and policies.
4. I hereby acknowledge that I or my minor child or ward have the ability to safely engage in such Activities, and that FCG has taken reasonable steps to determine and verify the same. I hereby

affirm and acknowledge that I am physically fit and sufficiently experienced in the backcountry to not be a danger to myself, the guides, or others. I affirm that I have basic camping skills, which means I can set up my own tent, carry my own equipment, know the appropriate equipment, food and clothing to bring for all seasons, and that I can make my own food in the backcountry. More generally, I acknowledge that I have experience in the backcountry, and I can take care of myself.

5. I understand that each participant, or parent or guardian of a minor participant, may execute a release assuming responsibility for the inherent risks of participating in FCG's Activities. Accordingly, I hereby acknowledge that as the participant, or parent or guardian of the participant, I have been given notice of the risks of engaging such Activities, and affirm as follows:
 - a) If I have signed up for a Level 1 or 2 Tour, Retreat, or other Activity, I affirm that I am physically capable of riding a bicycle 10+ miles per day on possibly rough dirt roads and/or easy single-track trails and/or paddling a small craft 10+ miles per day.
 - b) If I have signed up for a Level 3 Tour, Retreat, or other Activity, I affirm that I am physically capable of riding a bicycle 20+ miles per day over possibly rough roads and/or difficult single track, hiking my bicycle over rough, un-rideable terrain for up to 5+ miles, and paddling a small craft up to 10+ miles per day, with up to Class II+ rapids, with a bicycle and/or other heavy equipment, such as a backpack, in tow.
 - c) If I have signed up for a Level 4 or 5 tour, I affirm that I am physically capable of riding a bicycle 50+ miles per day over likely rough terrain of all kinds, hiking my bicycle over rough, un-rideable terrain for up to 10+ miles, and paddling a small craft 20+ miles per day, with up to Class III rapids, with a bicycle and/or other heavy equipment, such as a backpack, in tow.
6. I affirm that, unless I am renting equipment from Four Corners Guides or another entity (for which I will sign a separate "Rental Agreement"), the equipment I am bringing, including cycling, boating, camping, and cooking, equipment, and anything else I might use in the backcountry, is in good working condition. I have inspected my equipment and I hereby acknowledge that my equipment is in reasonable and good condition, and that in the event that my equipment fails or is in any way faulty, that such failure was latent and was not due to the inattention or negligence of FCG or anyone acting on behalf of FCG. If in the event that any of my equipment is found to be otherwise, I will not use the damaged equipment and will notify FCG immediately. Further, in the event of any such failure of equipment, I hereby waive any claim for liability, and agree to release and hold harmless FCG from any such liability.
7. I understand that FGC will not be cooking, cleaning, setting up my tents, or otherwise taking care of my backcountry needs, other than providing education in the skills I have signed up to learn, on any Activities led by FCG.
8. I hereby acknowledge and agree that FCG is not responsible for accidents or medical and dental expenses, or expenses due to the contraction of or exposure to airborne illness and infectious disease, any of which are incurred as a result of participation in FCG's Activities.
9. I attest that I am covered by family/personal insurance, and am in good health and able to participate in the physical activity of a rigorous Activity.
10. Inherent hazards and risks on Four Corners Guides Tours, Retreats, and other Activities may include, but are not limited to:
 - a) Risk of injury from the activity, equipment, water, and road hazards is significant including the potential for permanent disability and death;
 - b) Possible equipment failure and/or malfunction of my own or others' equipment, which may have been rented, borrowed, or personally owned;

- c) My own negligence and/or the negligence of others, including but not limited to operator error;
 - d) Hazards related to paddling from a packraft, which include but are not limited to: collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, marine life forms, and/or drowning;
 - e) Cold and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration;
 - f) Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and all other weather conditions;
 - g) Attack by or encounter with insects, reptiles, and/or animals;
 - h) Accidents or illness occurring in remote places where there are no available medical facilities;
 - i) Fatigue, chill, and/or dizziness, which may diminish my reaction time and increase the risk of accident; and
 - j) Loss of balance, physical coordination, and ability to follow instructions.
11. I have read and understand, and freely and voluntarily enter into this agreement with FCG, understanding that this agreement is a waiver of any and all liability or other claims, regardless of form of substance, against FCG.
12. I understand, recognize, and warrant that this agreement is being voluntarily and intentionally signed and agreed to, and that in signing this agreement I know and understand that this agreement may further limit the liability of FCG resulting from any activity whatsoever involving Activities led by FCG, including death, personal injury and/or damage to property.
13. I hereby release and discharge, and agree to indemnify and hold harmless FCG from any liability, costs (including attorneys fees and expenses), or damages arising from accident, injury (including death), theft, or damages to myself, my representatives and / or helpers, or any equipment and property, and agree not to bring a claim or permit any other person to bring a claim on my behalf, or on behalf of my minor child, for damages or compensation against FCG or its agents, resulting from or related to any personal injury, accident, illness, death, or other loss arising from or related to any Activities provided by FCG.
14. In the event the person named above is a minor, the undersigned represents that he or she is the parent or legal guardian of such minor, and that in consideration of FGC allowing such minor to participate in Activities, the undersigned party agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding on the undersigned and the minor.
15. The terms of this agreement shall be construed as the entire agreement and may not be altered, amended, or modified except in writing and signed by both parties. The terms of this release shall be governed by the laws of the State of Colorado.

[Signature page to follow]

* * * * *

I HAVE READ AND FULLY UNDERSTAND THIS ACKNOWLEDGMENT OF RISK, WAIVER OF LIABILITY & INDEMNIFICATION AGREEMENT, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Executed and delivered as of the _____ day of _____, 20____.

Signature

Printed Name

Individually or as parent/guardian of _____, a minor.

* * * * *

Insurance Company: _____

Policy # or Group #: _____

Medical Information:

Allergies: _____

Medication presently taking: _____

Date of last tetanus vaccine: _____

Past illness or other information that would be useful in the event that treatment is necessary:

Emergency Contact:

Name: _____

Relationship: _____

Phone: _____

Address: _____