

GUEST LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

Check-In Date: _____

GUEST has been given permission to come upon the Silver Thread Basecamp, also known as South Fork Campground (hereinafter referred to as the "Owners' Premises") and any or all other properties managed or operated by Frio & Beyond LLC, located near South Fork, Colorado (hereinafter referred to as "Owner"). GUEST acknowledges and understands that no warranty, either express or implied, is made by the OWNER as to the condition of the Owner's Premises. This document is to warn GUEST that dangerous conditions and hazards do exist on the owner's premises that can result in injury or property damage to the person/persons involved in these activities. These conditions, risks and hazards, including but not limited to: severe sunburn, dehydration, heat stroke, exhaustion, hypothermia, frost bite, ice fall, rock fall, avalanches, high-altitude illness, lightning strike, adverse weather conditions, animal attack, drowning, and injuries caused by terrain, facilities, equipment, or other people. The many possibilities and sources of injury are acknowledged by GUEST.

I hereby state that I expressly assume all such dangers, risks, and hazards for all parties staying on my site and myself. In consideration for the right to enter the premises, I hereby release and agree to protect, indemnify and hold harmless the Owner, its members or officers and their respective heirs, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorney's fees, resulting from any accident, incident, or occurrence arising out of, incidental to or in any way resulting from my use (or any minor with me) of the premises and all improvements thereon, whether or not caused by the Owner's negligence or gross negligence. This release shall be binding on my heirs, successors and assigns. As used in this release, the terms include all parties in/on the property and minors in my care while on the premises. The Guest who brings minors onto the Owner's premises assumes the responsibility for watching and caring for minors' safety and guarding against hazards at all times.

Additional Charges: Owner reserves the right to charge to GUEST directly, or by the credit card on file, for any additional services needed to return the property to the state it was in upon your arrival. For example: excess garbage or broken/damaged or missing items.

BY YOUR SIGNATURE BELOW, OWNER IS AUTHORIZED TO CHARGE THE CREDIT CARD ON FILE FOR THE DAMAGES/MISTREATMENT OF PROPERTY.

I expressly agree that this Waiver and Release of Liability is intended to be broad and inclusive as permitted by the laws of the State of Colorado and shall be governed by and interpreted in accordance with the laws of the State of Colorado. I agree that in the event that any clause or provision of this Waiver and Release of Liability is deemed invalid, the enforceability of the remaining provisions of this Waiver and Release of Liability shall not be affected.

CERTIFICATION: I have read each paragraph above and understand the obligations, release, waiver of rights, and legal consequences contained in each paragraph. I have been afforded the opportunity to ask for clarification of any of the statements contained above which I did not understand. I have initialed and signed this document without duress and of my own free will and accord.

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