

SAWTOOTH MOUNTAIN GUIDES LLC

NON-GUIDED HUT RENTERS RENTAL, PAYMENT AND CANCELLATION AGREEMENT; AND, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT

PERSONAL INFORMATION

Name _____ Phone _____ Age _____ Gender _____

HUT RENTAL RESERVATION REFERENCE

Reservation Name (i.e. who booked the rental?) _____ First day of hut rental _____

EMERGENCY CONTACT

Name _____ Phone _____

1. Rental, Payment and Cancellation Agreement.

Initial _____ I have read and understand the Cancellation Policy available at http://sawtoothguides.com/payment-policy/.

The undersigned participant elects to rent the Williams Peak Hut without a guide and agrees to utilize the facility as described on the SMG Website and the Williams Peak Hut Information binder located at the Williams Peak Hut. The undersigned acknowledges and assumes responsibility for their own safety and all risks, known and unknown, which may arise and result in property damages, personal injuries or death.

By signing this document, the undersigned acknowledges and agrees that they are entering into an Acknowledgment and Assumption of Risks, Waiver of Claims and Release of Liability Agreement ("Agreement") with Sawtooth Mountain Guides, LLC ("SMG") and each and every land owner and governmental entity upon whose property activities are conducted (collectively, including SMG, hereafter referred to as "Released Group"), and Released Group's owners, principals, directors, officers, agents, guides, employees and volunteers, whereby the undersigned waives legal rights, including the right to sue.

This Agreement is hereby entered into and effective as of the __ day of _____, 20__.

2. Acknowledgment and Assumption of Risks.

2.1. Acknowledgement of Risks. The undersigned acknowledges and agrees that outdoor adventures, including but not limited to bicycling; camping; climbing/hiking/trekking; tyrolean traverse and other ropes course elements; fishing; hunting; skiing, snowboarding and other backcountry trekking and travel; sledding; swimming; the use of wilderness lodges, huts and other facilities; the presence of or use of animals, watercraft, firearms and other weapons; the use of any equipment; and, traveling to, during and from activities; involve certain inherent risks, dangers and hazards which can result in property damages, personal injuries, illness and/or death.

2.2. Assumption of Risks. The undersigned assumes all known and unknown risks, dangers and hazards which can result in property damages, personal injuries, illness or death, which include but are not limited to the following: 1)Falling; 2) Cold weather and heat related injuries and illnesses including frostnip; frostbite; heat exhaustion; heat stroke; altitude sickness; hypothermia; and, dehydration; 3) "Acts of nature" which may include avalanche; rock fall; inclement weather; thunder and lightning; severe and/or varied wind; temperatures; fire; flood; earthquake; and, all other weather conditions; 4) River crossings; fording of river(s); portaging; and, travel, including travel to, during and from activities; 5) Risk associated with crossing, climbing or down-climbing of rock, snow and/or ice; 6) Equipment maintenance, failure and/or operator error; 7) Discharge of weapons; 8) Risks typically associated with watercraft including change in water flow or current; submerged, semi-submerged or overhanging objects; capsizing; swamping or sinking of watercraft, and resultant injury, hypothermia, or drowning; 9) My sense of balance; my physical coordination; my physical abilities and/or limitations; and, my ability to follow instructions; 10) Attack by or encounter with insects, reptiles, and/or wild or domestic animals; 11) Accidents or illnesses occurring in remote places where there are no available medical facilities; 12) Fatigue, chill, and/or dizziness, which may diminish reaction time and increase the risk of an accident or injury; and, 13) The availability and proficiency levels of backcountry rescue and medical treatment; 14) Potential to contract or, be exposed to, airborne infectious diseases such as the Novel Coronavirus (COVID-19). I acknowledge the description of these risks is not complete and that unknown

or unanticipated risks may result in property damages, personal injuries, illness, or death. The undersigned warrants that they are aware of their own limitations and are ultimately responsible for any movement or actions they take or do not take.

3. Release of Liability and Waiver of Claims. In consideration of participating in activities and use of the hut(s), I hereby agree to the fullest extent of the law to the following:

3.1. To release and agree to hold the Released Group harmless from any and all liability for any loss, property damages, personal injuries to myself and others, including death, illness, costs, claims or expenses that I, or my children, relatives or heirs may suffer, due to any cause whatsoever, including negligence and breach of contract of the Released Group.

3.2. To waive any and all claims that I have or may have in the future against Released Group as a result of my participation in any activity with the Released Group.

4. Termination of Activity or Participation in an Activity. The Released Group may terminate an activity, or refuse or terminate the participation of any participant or participants in any activity, at the Released Group's sole discretion. I acknowledge and agree that no guarantees have been made with respect to achieving objectives.

5. Compliance with Law, Rules and Regulations. Participant agrees to comply with all Federal, State and Local laws and all Rules and Regulations of any Administrative Agency or as promulgated by Released Group. Further, participant agrees to wear a U.S.C.G. approved flotation device for water activities.

6. Authorization for Rescue and for Medical Treatment; and, Responsibility of Costs. Participant hereby authorizes any and all rescue activities and medical treatment deemed necessary in the event of any circumstance or injury while participating in activities with SMG. Participant acknowledges responsibility and agrees to pay all costs of rescue and all costs of medical services incurred.

7. Binding Effect of Agreement. In the event of my death or incapacity, this Agreement shall be effective and binding on my heirs, agents, relatives, executors, representatives and assigns.

8. Entire Agreement. In entering into this Agreement, I am not relying on any oral representations or written representations other than those made herein.

I have read the foregoing Acknowledgment and Assumption of Risks, Waiver of Claims and Release of Liability Agreement. I understand that by signing this document I waive my legal rights, including the right to sue the Release Group. Every participant or user must sign below and execute this Agreement. A Parent or legal guardian must sign on behalf of any participant or user who is less than 18 years old, prior to participation in any and all activities and use of any equipment or animal.

Participant's Name (Printed) _____ Age _____

Participant's Signature _____

Parent or Legal Guardian Signature _____

IMPORTANT DETAILS

DOGS. Dogs are not allowed at the hut for sanitation reasons (drinking water comes from snow melt).

FIREWOOD USE. Dead trees are becoming increasingly scarce around the hut. We can only cut firewood outside of the Wilderness boundary which is immediately above the hut. Please help us by being conservative with the use of firewood. Do not keep fires going during the day while out skiing and only light fires in the small yurt at night or when occupied.

DRONES. At the request of the U.S. Forest Service, Sawtooth Mountain Guides would like to remind hut renters that drones are illegal in designated Wilderness. The Sawtooth Wilderness boundary is about fifty feet above the hut, and the majority of ski terrain is within the Wilderness.

Initial _____ I have read and agree to these instructions.

TO BE COMPLETED BY THE DESIGNATED TOUR LEADER ONLY

_____ is the Designated Tour Leader for the group and warrants that he/she is most versed in backcountry touring and winter mountain travel and that he/she has completed a 24 hour Level 1 Avalanche Safety Course. The Designated Tour Leader is the responsible party should there be any mishaps during the tour and for any and all damage to hut(s) or other property. This person is also the point of contact for SMG. The Designated Tour Leader further warrants that a member of the touring party has previously been to the Williams Peak Yurt. Finally, the Designated Tour Leader is responsible for organizing and attending a pre-trip orientation at SMG HQ and disseminating information from the orientation to any group member unable to attend.

Designated Tour Leader's Name (Printed): _____ Age: _____

Designated Tour Leaders's Signature: _____