

SOUTHWEST WILDERNESS OUTFITTERS, LLC

TRIP CODE: _____

P.O. Box 1168
Pagosa Springs, Colorado 81147

TRIP DATE: ___/___/___

PARTICIPANT AGREEMENT

In consideration of the services of SOUTHWEST WILDERNESS OUTFITTERS, LLC, their officers, agents, employees, stockholders, and all other persons of entities associated with those businesses (hereinafter collectively referred to as "SOUTHWEST WILDERNESS OUTFITTERS"), I agree as follows:

Although SOUTHWEST WILDERNESS OUTFITTERS has taken reasonable steps to provide you with appropriate equipment and skilled guides so that you can enjoy an activity for which you may not be skilled, we wish to remind you that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss of, or damage to, your equipment, accidental injury or illness or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

I am aware that during the llama treks that I am participating in under the arrangements of SOUTHWEST WILDERNESS OUTFITTERS, certain risks and dangers may occur, including but not limited to the hazards of traveling in a wilderness area through rough terrain and water and the forces of nature; acts of other trip participants; weather conditions; contact with plants or animals; my own physical condition or my own acts or omissions; condition of roads, trails or terrain, and accidents with their use; first aid, emergency treatment or other services rendered; consumption of food or drink; behavior, death or illness of pack animals.

I am aware that this activity entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

I further agree to release, covenant to hold harmless and indemnify SOUTHWEST WILDERNESS OUTFITTERS, its agents or employees, and all other persons or entities from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I affirm that my general health is good and that I am not under a doctor's care for any condition which will endanger my health or the health of the other participants. I also affirm that I have provided accurate and truthful information on the medical questionnaire concerning my health and level of outdoor experience. In case of injury and/or illness, I will bear the cost of any evacuation procedures such as ambulance, helicopter, rescue team and professional medical care.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estates, and for all members of my family, including any minors accompanying me. I acknowledge that I am not relying on any oral, written, or visual representations or statements made by SOUTHWEST WILDERNESS OUTFITTERS, including those made by its brochures or other promotional material, to induce me to participate in this activity.

Print name: _____ Signature: _____

If under 18, signature of parent or guardian: _____

Address: _____

Date: ___/___/_____