

# San Juan Mountain Guides Multi-day Registration Form

Questions? Call (800) 642-5389

**Physical Address**

725 Main St.  
Ouray, CO 81427

**Mailing Address**

P.O. Box 1214  
Ouray, CO 81427

Please use the completeable fields in the registration form and fill out all sections completely.  
Email to **info@mtnguide.net** or fax to **(866) 548-1157**. Read and sign the liability release.

## PERSONAL INFORMATION

Name/Age: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

\_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## TRIP TYPE

*Instructions: Please write which trip you are signing up for in the space provided.*

Trip/Course: \_\_\_\_\_ Program Dates: \_\_\_\_\_ - \_\_\_\_\_

Program Location: \_\_\_\_\_ Private? Y / N (circle one)

Other Trip Details:

Equipment Needs:

## RESERVATION & CANCELLATION POLICY

All reservations require a 50% deposit. The balance will be due 30 days prior to the start date of your trip. For trips that start less than 30 days from the time of reservation, the full payment will be due at booking. Cancellation must be made in writing 60 days before the first day of the trip or course, otherwise your deposit will be forfeited. You may apply only the amount of the trip deposit (50%) toward a future trip or course that takes place within one year for a 15% re-booking fee. No credits or refunds for no-shows or those who choose to leave the trip early. You are responsible for all equipment issued to you by San Juan Mountain Guides LLC. If equipment is lost or damaged you are responsible for the replacement cost of that equipment. Complete information related to our Reservations & Cancellations Policies, which you are agreeing to upon submission of this form, can be viewed on our website at [mtnguide.net/resources/forms-policies/](http://mtnguide.net/resources/forms-policies/)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL INFORMATION

This is an application for membership and participation in a domestic trip or course conducted by San Juan Mountain Guides LLC. Its purpose is to generally assess the applicants qualification to participate in the trip. We need your medical history on file to help the trip leader make informed judgments in the event of illness or injury during the trip.

ALL INFORMATION IS CONFIDENTIAL. If more space is necessary please attach additional sheets.

**Why did you choose this course or trip?**

**Please describe your climbing, skiing, and/or backpacking experience.**

**List your most important climbs or expeditions.**

## MEDICAL HISTORY

**Do you have any physical or mental conditions that could affect your performance?**

**If yes, please explain.**

**Do you have allergic reactions to anything (medicines, food, insect bites)? If yes, please explain.**

**What medications will you be taking with you?** \_\_\_\_\_

**Do you have any pre-existing medical conditions or previous injuries? If yes, please explain.**

I HAVE ANSWERED THE ABOVE QUESTIONS CORRECTLY AND TO THE BEST OF MY KNOWLEDGE.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

## TRIP PAYMENT INFORMATION

**Your Name:** \_\_\_\_\_ **# of People:** \_\_\_\_\_

**Trip Name:** \_\_\_\_\_ **Date(s):** \_\_\_\_\_

① Trip Total .....

② Deposit Paid .....

③ Trip Balance ( #1 - #2 .....

④ Rental Charge.....

⑤ Federal Land Use Tax (5% X #1 .....

⑥ CORSAR Card \$5 .....

**Total Due (#3-6 .....**

**Deposit Paid by:** CASH    CC    CHECK# \_\_\_\_\_

**Balance Paid by:** CASH    CC    CHECK# \_\_\_\_\_

### CREDIT CARD INFORMATION

Please make sure that the billing address matches the card you are using.

**CC#:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Exp. date:** \_\_\_\_\_ **VCode:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

## TRAVEL INFORMATION (if applicable)

**Hotel or Campground:**

**Airline:** \_\_\_\_\_ **Flight#:** \_\_\_\_\_ **Arrival:** \_\_\_\_\_ **Departure:** \_\_\_\_\_

**Will you be renting a car? Y / N (circle one)**

**Other information:**



## **IMPORTANT: THIS IS A LEGAL DOCUMENT**

**Please read and understand this document before signing. If you have any questions please ask us or consult an attorney. You are giving up specific legal rights by signing this contract.**

San Juan Mountain Guides, LLC and Southwest Adventure Guides LLC, their subsidiaries, employees, directors, officers, agents, advertisers, volunteers and sponsors, including employees, contracts and agents of sponsors, (hereinafter Mountain Guides) have done everything possible to ensure that you have a rewarding experience. We wish to inform our guests that rock climbing, ice climbing mountain climbing and canyoneering (hereinafter Climbing), are not risk free. The same elements that contribute to the unique character and fun of Climbing such as the physical exertion or the settings can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

If you are signing as the parent or legal guardian (hereinafter "parent") for a child (minor, someone under the age of 18) you agree to read, to have Minor read and if necessary explain to Minor the nature and terms of this agreement as well as all the risks herein and of the Climbing.

### **EXPRESS ASSUMPTION OF THE RISK**

There are risks that accompany all aspects of life as well as Climbing. Some of these risks are inherent to the Climbing; some are changed, increased or decreased due to the activities of Mountain Guides. You must understand and accept all the risks of the Climbing, inherent and others. By understanding these risks, you will have greater enjoyment of your trip and the activity.

Rock and Ice climbing, like all outdoor recreation activities, is hazardous. The obvious accidents that occur in rock climbing are falling. Whenever you fall you may fall only a few feet or all the way to the ground. As you fall you may hit objects, ice or the rock in your path. If the rope breaks your fall, the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height.

In addition to the hazards of falling, objects falling from the rock or ice may hit you. Rocks, branches, climbing equipment, ice, snow and even people may fall and hit you as you are standing at the base or while climbing.

Equipment may fail. Climbing equipment is tested before use; however, the extreme conditions within the environment in which climbing equipment is used in conjunction with the damages caused by the rock or ice can cause climbing equipment to fail. The rock or ice to which you are holding or to which you have placed protection may break causing you to fall or causing your protection to pull out from the rock or ice. As you climb you may pull out protection from the rock. You may experience cuts from holding on to the rock. You may also experience rope burns from handling the rope.

You may be ice climbing, or moving across snowfields on your trip. Ice axes must be used properly to be effective and to prevent injury to you or other people. Ice axes and Crampons have sharp points, which can injure you or other people. These points are dangerous to you and other people. Make sure you understand how to walk in crampons before doing so.

Ice Climbing involves cold, water and ice on the vertical. Moving vertically on ice requires some strength and skill. In addition, cold water from the source of the ice or melting ice and snow may be falling on your climbing route. If you fall while ice climbing you may land on your ice axes or land so you injure yourself with your crampons.

Canyoneering is a term applied to the sport of hiking, climbing, swimming, and rappelling through the canyons. It involves a mix of skills involved in hiking, rock climbing, swimming and rappelling. You need to have knowledge of all these disciplines before undertaking this activity. Canyoneering can be extremely hazardous, and you should understand the risks.

You will be walking or rappelling into canyons. While in the canyon, the weather can change, and you may not be aware of those changes. Those changes can make drastic alterations in the canyon such as temperature and flash floods. Rainfall many miles away can create flooding in the canyon you are exploring. Whenever you are in a canyon, your chances of exiting the canyon quickly are slim. You may have to sustain miserable conditions for a long period of time until you can exit the canyon.

You may be required to swim or wade through water in the canyon. Water may appear and disappear and block the access. You may be required to swim through water with your gear to continue to an exit. Rocks in canyons are slippery and footing will be dangerous.

Rock climbing and rappelling while Canyoneering includes additional difficulties and risks than normal encountered. Canyoneering may involve rappelling from, through or into water. Rock climbing may involve

**PLEASE READ OTHER SIDE**

climbing on rock that is not secure. Falling while climbing can include the chance of hitting canyon walls as you fall on several sides.

Once you are wet, you are at greater risk to hypothermia. Canyoneering includes a high degree of risk for Hypothermia. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Being wet and in the wind contributes to Hypothermia. You need to understand hypothermia and to have adequate and the correct clothing to combat Hypothermia. Hypothermia can quickly result in death. Anytime you are around water, ice climbing, mountaineering or canyoneering there is the chance of drowning.

Glacier travel is always dangerous. Crossing crevasses or walking over snow bridges covering a crevasse can always lead to a fall. You will need to learn and understand crevasse rescue on these types of trips. Falling into a crevasse can cause injuries due to the fall or objects hitting you during and after your fall. You may also be injured while stopping at the bottom or wedging into the sides. Once in a crevasse you will be subject to cold and hypothermia.

Another aspect of glacier travel you need to be aware of is the dangerous from seracs, ice and/or snow. Many times while crossing glaciers, camping or hiking through the mountains, you will be in an area where seracs or ice can fall injuring or killing you. Seracs are large blocks of ice you may need to walk near or around or camp under. A falling serac may trigger an avalanche. Avalanches are also a constant threat in the mountains. An avalanche is a snow that has released from the mountain and is moving down the mountainside. If you are trapped in an avalanche, you can be injured by the avalanche or trapped in the avalanche, which may kill you.

You may trek at altitudes, to which you will not be accustomed. You may be hiking to at least 23,000 feet (7000 meters) above sea level. Altitude sickness is the term used to describe the effects on a human body at altitudes higher than the person is accustomed to. Altitude sickness is usually associated with nauseous, headaches and a loss of appetite. If this occurs, you need to contact your guides immediately.

You may be living, camping, and traveling out of doors, where you are subject to numerous risks, environmental and otherwise. Activities vary from trip to trip and include hiking, backpacking, camping, rock climbing and mountaineering.

Meals are prepared over stoves and sometimes-open fires; water often requires disinfecting before use. Camping hazards may include burns, cuts, diarrhea and flu-like illness, and falling timber.

Travel is by vehicle and on foot. Travel by foot is over rugged unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collision, falling; drowning and others usually associated with such travel, as well as environmental risks.

Environmental risks include rapidly moving, deep or cold water, insects, snakes, and predators, including large animals; falling and rolling rock: lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks are frostbite, high-altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

In foreign countries, you will be dealing with different cultures and people. Food maybe different and water sources may be questionable. You will experience new plants and animals on your trip that may be harmful. You need to be aware of your surroundings at all times and aware of how you are dealing with the environment, the people and their culture. When you leave the United States you leave the comfort and safety which you have come to expect as well as our system of laws.

Traveling in a third world country, or any country, is not like traveling in the US. Vehicles are not maintained to the same standards as US passenger transportation vehicles. Roads and bridges are not maintained like US roads and they are dangerous and are in constant need of repair. Travel can occur by vehicle, boat, canoe, donkey or any other system. Hiking you may cross handmade bridges, steep terrain or narrow paths. Delays can occur at any time due to any factors beyond our control that cause the roads, the vehicles or the entire transportation system to fail or stop.

Medical care, as you understand it is not available outside the United States. You will be several hours travel by foot, boat or other primitive transportation from any medical facility. Transportation may be by car, boat or animal or litter. Your guides will probably be the immediate medical care you will have available. The medical facility you may be treated in will not have the same standards as hospitals or doctor's offices in the United States. The medical personnel you will be treated by may not have the same training as medical personnel in the U.S.

Decisions are made by the instructors and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Participants may have free and unsupervised time. Throughout the trip, participants are responsible for their own safety and for the safety of other members of their group.

**PLEASE READ OTHER SIDE**

Travel to and from the Climbing area is incidental to the Climbing. Accidents can occur during travel to and from the Climbing site. Trails are often steep, rocky, and slippery. Hikes involve crossing streams, where footing can be awkward. Participants can slip or fall during a hike, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, using portable toilet facilities, eating meal's out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur while Climbing. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the Climbing.

I certify that my family, including minor children and myself are fully capable of participating in the Climbing program. I state that I have read the above statement on some of the possible risks in this Climbing, and I have reviewed the Mountain Guide website. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death, and loss of personal property and any expenses as a result of **my negligence, negligence of my family, or the negligence of Mountain Guides**. I hereby **expressly consent and assume all risks of the Climbing** for myself and my family, including the risks associated with traveling to and from the Climbing. I also understand that Mountain Guides reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Climbing. My family and I are in good physical condition and able to undertake this Climbing. I understand and agree that this is a voluntary Climbing, and I am doing so for recreational purposes and do so voluntarily. Parent also agrees to read and to explain to any minor all posted signs and warnings, including instructions on use of equipment and you and your family agree participants will obey all signs, and warnings posted and to obey instructions from staff.

## **CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION**

I agree to **indemnify** and **hold harmless** Mountain Guides, its sponsors, agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from my families or my participation in these activities for all past, present or future claims, demands, and causes of action. I agree that Mountain Guides has a **subrogation/right to indemnification** for my actions based on any permit, grant, contract or agreement with third parties. I further **agree to release, acquit, and covenant not to sue** Mountain Guides, their agents, and employees for all action's causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including the **negligence of Mountain Guides, negligence of another participant**, or my family, myself, or my heirs, against Mountain Guides arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. **In short, I cannot sue Mountain Guides or anyone else for any reason if I or my family or minor child may receive an injury, and if I do, I cannot collect any money.**

This release shall not be superseded by any other agreement, nor shall this release supersede any agreement, whether there is any perceived inconsistency or not.

I agree to **indemnify, agree to subrogation** and to **reimburse** Mountain Guides for any damages, costs, fees or expenses they expend on me or my family's behalf, including the cost of any Search and Rescue or for any damages, I may do to third parties. I understand this means I am the insurer for the Mountain Guides for any actions or damages, I or my family may incur.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be **La Plata County Colorado** and governed by **Colorado law**. The terms of this agreement shall continue and be, in effect, after the Climbing trip has ended. All changes or alterations to this document must be in writing and approved by both parties. No changes to this document are valid.

As liquidated damages, I hereby agree that if Mountain Guides is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay Mountain Guides' costs and attorney's fees if they successfully defend such action, lawsuit or litigation. I understand and agree that I am indemnifying Mountain Guides for any claim I may bring for any injury I receive, and if I do, so I will be subject to paying Mountain Guides' damages and costs, including attorney fees. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release.

I understand that Climbing is not a necessity nor required for everyday life. If I do not want to sign this release, I understand I cannot go to Climbing. If I do not sign this release, I am free to go to Climbing with other companies.

**PLEASE READ OTHER SIDE**

I have adequate health, disability, and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility, hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "Aids" status, in the possession of Mountain Guides to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on my behalf. I hereby waive any action or claim against Mountain Guides or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information, including my HIV or "Aids" status.

I, \_\_\_\_\_, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

☐ By checking this box, I indicate that my family and I have previous Climbing experience.

*I Acknowledge that I Have Received a Copy of this Document if I wanted one. I understand that I am signing this document electronically or may be signing this document electronically in the future. I understand under state and Federal law, there is no difference between signing this electronically or in writing.*

**I Have Read and Understood this Agreement. I Am Voluntarily Signing this Agreement. I understand I am giving up certain legal rights.**

**By signing this you understand you cannot sue for any reason. If you do sue you cannot collect any money. If you sue and lose you will owe us money.**

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
CITY, STATE POSTAL CODE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
TELEPHONE

Copyright 1998-2013, James H. Moss, 720 Edit Law, recreation.law@gmail.com

**PLEASE READ OTHER SIDE**