



Yurt Rental Agreement and Assumption of Risk, Waiver of Claims, and Release of Liability Agreement

Each Renter please read this agreement carefully and sign on the space provided. For Renters under 18 years of age, parents and or legal guardians must also sign on behalf of the minor child.

In consideration of Teton Valley Trails and Pathways, Inc. renting the Horseshoe Yurt to me for the specified dates, I agree to accept and comply with the following terms and conditions:

I agree to pay the rental fee (\$200/night) for the use of the yurt.

I agree to pay for any loss or damage to the yurt, yurt outbuildings, and any of the furnishings and equipment in or about the yurt, reasonable wear and tear excepted, caused by or arising out of the incorrect use of the yurt and associated facilities by any of its Renters. Please read and follow the Yurt Instructions and Departure Check-Out List provided in 1) your confirmation email; 2) on the tvtap.org website; and 3) in the binder found at the Yurt.

I acknowledge and agree that outdoor adventures, including but not limited to Nordic skiing, whether groomed or ungroomed; snowshoeing; backcountry skiing and snowboarding; other backcountry trekking and travel; sledding; the use of backcountry lodges, huts, yurts and associated facilities, including all travel to and from the yurt; the presence of animals, firearms, or other weapons; the use of any equipment; the use of fires; and traveling and recreating in the winter backcountry environment all involve certain inherent risks, dangers, and hazards which can result in property damages, personal injuries, disability, illness and/or death.

I assume all known and unknown risks, dangers, and hazards which can result in property damages, personal injuries, disability, illness, or death, which risks include but are not limited to the following: 1) Falling; 2) Cold weather and environmental injuries and illnesses including frostnip, frostbite, altitude sickness, hypothermia, and dehydration; 3) "Acts of nature" which may include avalanche, snowfall, inclement weather, severe temperatures, wind, fire, earthquake, and all other weather conditions; 4) Risks associated with my personal physical abilities and/or limitations, and those of my group, and with my ability or inability to follow yurt instructions, and the ability or inability of my group; 5) Risks associated with the condition of my equipment; 6) Discharge of weapons; 7) Attack by or encounter with wild animals; 8) Fatigue or chill, which may diminish reaction time and increase risk of an injury; 9) Accidents or illnesses occurring where there are no nearby medical facilities; 10) The availability and proficiency levels of backcountry rescue and medical treatment; 11) Potential to contract or be exposed to airborne infectious diseases such as the Novel Coronavirus (COVID-19). I acknowledge that the description of these risks is not complete and that unknown or

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unanticipated risks may result in property damages, personal injuries, illness, or death. I acknowledge I am aware of my own limitations and am ultimately responsible for myself.

In consideration of renting the yurt, I hereby agree to the fullest extent of the law to the following:

To release and agree to hold Teton Valley Trails and Pathways, Inc., its officers, employees, and agents, 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.

To waive any and all claims that I have or may have in the future against Teton Valley Trails and Pathways, Inc., its officers, employees, and agents as a result of my yurt rental.

RENTER AND PARENTS/GUARDIANS OF A MINOR AGREE: I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.

PARENTS/GUARDIANS MUST SIGN BOTH IN THEIR CAPACITY AS A RENTER AND AGAIN AS PARENT/GUARDIAN FOR EACH ACCOMPANYING MINOR CHILD.

Printed name of Renter

Signature of Renter OR Parent/Legal Guardian