

PEAR LAKE WINTER HUT LIABILITY WAIVER

Please read the following carefully. By submitting a reservation form, you are acknowledging and agreeing to the terms of the liability waiver statement below.

I am aware that the courses, events or activities that I am participating in include certain risks including but not limited to bodily injury, death, illness, loss or damage to personal property, and other safety related dangers. I assume responsibility for my own safety and that of the group who will accompany me. I assume responsibility for any loss or damage to my personal property or property belonging to any member of my group. I understand participants are responsible for providing their own personal health and accident insurance. I am responsible for informing the members of my group the terms of this liability waiver as well as the requirements and regulations for use of the Pear Lake Winter Hut.

I understand that in the event that I am no longer the trip leader that I am responsible for assigning a new trip leader who will be made known to Sequoia Parks Conservancy. Until that new trip leader has signed a new liability release form, I will remain the liable trip leader. A new trip liability release form must be signed during business hours before the trip. No date changes, cancellations or refunds will be allowed as a result of change in trip leadership.

The Sequoia Parks Conservancy has provided me with information pertaining to the risks involved in these activities. I understand these risks and acknowledge other dangers not mentioned may also exist. I understand the physical requirements of participation in these activities and affirm that I and the members of my group meet these requirements.

I certify that my group and I are voluntarily participating in these activities and assume all risks, consequences and potential liability for this participation. I hereby release and hold harmless the Sequoia Parks Conservancy, its employees, staff, board of directors, members, instructors, volunteers, their representatives, and the National Park Service from any and all claims as a result of the participation of myself and my group in these activities. The Sequoia Parks Conservancy is not liable for participant vehicles or possessions utilized for activities or left unattended.

In the case of injury, accident, illness or inability to complete these activities, group members will bear the full cost of any additional transportation or evacuation procedures performed by the Sequoia Parks Conservancy, the National Park Service or other personnel and equipment. I hereby give my permission for guides, instructors, staff and emergency personnel to make first aid decisions in the event of accident, injury or illness.

I agree to reimburse the Sequoia Parks Conservancy for any damage to their equipment if my group fails to take reasonable care of the equipment placed in our care.

I understand the Sequoia Parks Conservancy reserves the right to cancel or change activities and programs without prior notice for any reason including adverse weather. The Sequoia Parks Conservancy reserves the right to invalidate or cancel the registration of any participant it determines if he/she fails to meet the requirements for the participation in these activities.

Regarding the potential for exposure to Hantavirus Pulmonary Syndrome (HPS) at Pear Lake Winter Hut: Mice are native rodents in the Sierra including the Pear Lake wilderness and Pear Lake Winter Hut. The Pear Lake Winter Hut will be cleaned according to Centers for Disease Control (CDC) guidelines prior to opening up for hut users. The Sequoia Parks Conservancy will set traps and continue to use CDC cleaning procedures when mice or mice droppings are detected in the cabin, however SPC cannot guarantee that the hut is HPS-free. There have never been any known human cases of HPS at Sequoia and Kings Canyon National Parks. Those wishing not to be exposed to the potential of HPS may choose to not register for the ski hut.