

STATE OF
COLORADO

Uebelher - CDOT, Jennifer <jennifer.uebelher@state.co.us>

Pilot Program Comment

1 message

Robin [REDACTED]
To: herman.stockinger@state.co.us, jennifer.uebelher@state.co.us

Fri, Mar 12, 2021 at 6:17 PM

Dear Transportation Commission,

This letter is in response to correspondence from Peter Nesbbit submitted on March 1, 2021.

My name is Robin [REDACTED] Owner of High Altitude Adventures located on the Pilot Program Route. Peter [REDACTED] said to contact me for more information regarding an incident that occurred July 15, 2018, regarding a J1 Visa worker he had hired. His statement is blown out of proportion. I have attached a signed statement from the driver of the vehicle stating the facts. The incident did not occur in Hinsdale County but 42 miles in Silverton, far away from the Pilot Program route. Both occupants were wearing seatbelts and helmets. Peter [REDACTED] had also rented an OHV from me on November 3, 2016. I have also attached his rental form. Peter also stated I said it was not uncommon for vehicles to be involved in accidents. During the thousands of rentals I have conducted, this was the only incident that I have encountered aside from flat tires.

I have refrained from commenting on the Pilot Program but am now fearing Peter [REDACTED] has been framing the issue to adhere to his narrative. My wife and I and now a 6-month-old son has been running High Altitude Adventures for four years now. After finishing my contract in the Army, my wife and I decided to move to our family's getaway tucked away in the most remote county in the lower 48 states. It has been quite the dream living here, but I am now worried about our future and most other businesses' futures. Lake City depends on quite a bit on tourism and the revenue and jobs it creates. Peter's tireless opposition of a safe approach to getting to remote terrain in Hinsdale County is jeopardizing our future and many others. As some of you may not know, Lake City is unique; it has a city population of 394 (estimated in 2019), with the majority of the population voting to support the use of OHV's on multiple occasions. Safety is always a concern when taking part in any activity in the remote wilderness. However, The Town of Lake City, Hinsdale County, CDOT, BLM, CSP, and the Sheriff's Office has been doing a fantastic job keeping this means of travel safe and enforcing safe practices. It is vital to continue the Pilot Program to research and allow tourists and lovers of the wilderness to complete the Alpine Loop that connects two county roads (just a couple of miles). The speed limit on this route is 35mph and then lowers to 25mph for all traffic. I did watch the Transportation board discuss the Pilot Program last month and decide to postpone a decision until this month. This may seem like the right decision to gather more information on the local government's responsibility to uphold the Pilot Program's safety that the board has approved in the past. However, the postponement of a decision leaves uncertainty for the four OHV rental businesses in town and many lodging businesses whose customers come to traverse the Alpine Loop or use the vehicles to access trailheads to our high mountain peaks for hiking and camping. My business and many others tell visitors who visit Lake City that the Pilot Program has not been renewed, and we aren't sure if it will be. Because of COVID-19, we hope for a better summer this year, come to Lake City, enjoy the Mountains, and hopefully, Peter [REDACTED] won't be standing at the county line with a sign that says "tourists not welcome."

If any of the board members would like to contact me feel free to text, call or email me anytime @ 970-964-7213.

Robin [REDACTED]
[REDACTED]

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July, 15 2018

While on route to Silverton I was travelling ~~at~~ too fast, above the posted speed limit, approximately 40 mph. My passenger grabbed my arm, causing me to jerk the wheel to the right, nearly going off the road. In an attempt to correct this, I oversteered back to the ~~to~~ left and ended up in an uncontrollable skid-steer. The vehicle turned sideways and tipped over on it's side, causing us to slide several feet.

I, Jason [REDACTED] take full responsibility for damage caused and assume all ~~responsibility~~ responsibility for the cost of repairs to the vehicle.

My passenger and I have only minor injuries and will be claiming no injuries against High Altitude Adventurers.

Jason [REDACTED]

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of High Altitude Adventures, LLC., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HAA"), I hereby agree to release, indemnify, and discharge HAA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ATV and UTV activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the possibility of rough terrain, slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, ATV's, UTV's or other vehicles; accidents can occur while getting in, out, on or off; the forces of nature including extremes of weather, lightning and rapid weather changes; exposure to temperature and weather extremes which could cause cold hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; my own physical condition, and the physical exertion associated with this activity. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.


Furthermore, HAA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HAA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use HAA's equipment or facilities, **including any such claims which allege negligent acts or omissions of HAA.**
4. Should HAA or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against HAA, I agree to do so solely in the Utah, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HAA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name Samly  Phone Number _____


Date 07-15-2018

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name)
("Minor") being permitted by HAA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HAA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.


Parent or Guardian: _____ Print Name: _____ Date: _____

PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by High Altitude Adventures, LLC. (hereinafter collectively referred to as "HAA"), that we should purchase and/or wear a properly fitted and secured DOT or SNELL certified helmet while riding or being around UTV's (whether on the premises of HAA or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of HAA, the guide/instructor, numerous court cases and HAA's insurance company, we are refusing this critical safety precaution.

SIGNER STATEMENT OF AWARENESS

I/we the undersigned have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

Sandy  _____ 7-15-2018
Signature of Rider (spouse must s _____ Date

Signature of parent, guardian and or spouse Name of additional minor(s) rider(s) Date

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of High Altitude Adventures, LLC., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HAA"), I hereby agree to release, indemnify, and discharge HAA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ATV and UTV activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

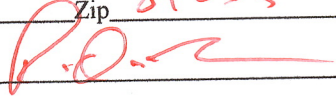
The risks include, among other things: the possibility of rough terrain, slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, ATV's, UTV's or other vehicles; accidents can occur while getting in, out, on or off, the forces of nature including extremes of weather, lightning and rapid weather changes; exposure to temperature and weather extremes which could cause cold hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; my own physical condition, and the physical exertion associated with this activity. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, HAA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HAA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use HAA's equipment or facilities, including any such claims which allege negligent acts or omissions of HAA.
- Should HAA or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- In the event that I file a lawsuit against HAA, I agree to do so solely in the Utah, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HAA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name PETER D. NESBITT Phone Number 970-765-6390
Address 875 GUNNISON AVE City LAKE CITY
State CO Zip 81235 Email PETER-NESBITT@ICLOUD.COM
Signature of Participant  Date 11-3-16

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name)
("Minor") being permitted by HAA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HAA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by High Altitude Adventures, LLC. (hereinafter collectively referred to as "HAA"), that we should purchase and/or wear a properly fitted and secured DOT or SNELL certified helmet while riding or being around UTV's (whether on the premises of HAA or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of HAA, the guide/instructor, numerous court cases and HAA's insurance company, we are refusing this critical safety precaution.

SIGNER STATEMENT OF AWARENESS

I/we the undersigned have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

Signature of Rider (spouse must sign for themselves) _____ Date _____

Signature of parent, guardian and or spouse _____ Name of additional minor(s) rider(s) _____ Date _____

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is voluntary and I elect to participate in spite of the risks.

2. I hereby voluntarily release, defend, indemnify and hold harmless HAA from any and all claims, damages, losses, costs of action, including any such claims which the negligent acts or omissions of HAA.

3. Should I or anyone acting on my behalf be required to incur liability, loss and costs to enforce this agreement, I agree to indemnify and hold harmless HAA for all such fees and costs.

4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this activity and I agree to assume the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical injury or damage that may result from my participation in this activity.

5. In the event that I file a lawsuit against HAA, I agree to do so solely in my own name and I further agree that the subject matter of this lawsuit shall be limited to the contract of law under which I agree that my participation in this activity is voluntary and I elect to participate in spite of the risks.

6. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HAA on the basis of the claim from which I have released them herein.

I have had sufficient opportunity to read this entire document, I have read and understood it and I agree to be bound by its terms.

Print Name _____
Address _____
City _____ State _____ Zip _____
Signature of Participant _____

PARENTS OR GUARDIANS ADDITIONAL STATEMENT

I, the undersigned, parent/guardian of _____ (print minor's name) do hereby agree to use my own and all claims, damages, losses, costs of action, including any such claims which the negligent acts or omissions of HAA, the guide/instructor, numerous court cases and HAA's insurance company, we are refusing this critical safety precaution.

Print Name _____ Date _____