



Montana Alpine Guides, A Montana Corporation

PARTICIPANT AGREEMENT INCLUDING ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS AND AGREEMENT OF RELEASE AND INDEMNITY

Participant Name (Please Print) _____

Please read this document carefully. It affects your legal rights in the event you suffer an injury, illness or property loss in connection with your Montana Alpine Guides trip or activity. If you have any questions please consult us and/or your attorney. All adult and minor (under 18 years of age) participants must sign. If the participant is a minor, a parent or legal guardian (each referred to in this document as "Parent") of the minor participant must also sign, as evidence of the Parent's acknowledgement and agreement to the following, on Parent's behalf, and on behalf of the minor participant. (In this document, "I" or "me" refers to all who sign below unless otherwise indicated.)

In consideration of the services of Montana Alpine Guides ("MAG"), I acknowledge and agree, for myself and on behalf of a minor participant for whom I sign as parent or guardian, as follows:

DESCRIPTION OF ACTIVITIES AND RISKS

Although Montana Alpine Guides has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy activities for which I may not be skilled, I understand and acknowledge that these activities have risks, including certain risks that cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment and personal property, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. Montana Alpine Guides Inc. does not want to frighten its participants or reduce their enthusiasm, but believes it is important for them and their families to know in advance what to expect, and to be informed of the activities' inherent risks. Below is a description of some, but not all, of those risks.

- Participants in MAG's trips, classes, climbs and expeditions (hereinafter "activities") spend substantial time in the out of doors, where they are subject to numerous and varied risks, dangers and hazards (hereinafter collectively referred to as "risks"), including environmental risks. The kinds of activities MAG participants engage in vary from trip to trip, and are often strenuous, both physically and emotionally.
- Medical facilities are remote, typically many hours, and in some instances, days distant. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed or unavailable.
- All MAG activities require travel, which can be by motorized and non-motorized vehicle, watercraft and floating objects, horse, mule, aircraft, train, snowmobile, skis, snowboard, snowshoes, bike, and on foot and by other means, over improved and unimproved roads, rugged trails and off-trail terrain, including boulder fields, frozen or partially frozen lakes, downed timber, rivers, rapids, river crossings, open water, high mountain passes, snow and ice, steep

slopes and rock cliffs, including avalanche prone areas, scree and talus slopes, slippery rocks and steep crevassed glaciers. Risks associated with travel include, for example, collision with stationary or moving objects, falling, overturning, capsizing, drowning and other risks usually associated with such travel, including environmental risks.

- Environmental risks include loose, falling and rolling rock; lightning, extreme winds, fire, exposure to intense heat and bitter cold; snow, rock and ice avalanches and mass movement of earthen material, falling timber and forces of nature, including weather which may suddenly change to extreme conditions without advance warning; flash floods, moving, deep and/or cold water; insects, snakes, and predators, including large animals. Possible injuries and illnesses include, without limitation, hypothermia, frostbite, immersion foot, high altitude illnesses, sunburn, heatstroke, thermal burns, dehydration, stomach and intestinal disorders, sprains, strains and fractures, cuts, scrapes and other wounds and trauma to the head and body, and other mild or serious conditions including permanent trauma, disability or death.
- Despite reasonable care, maintenance and use, equipment (including items essential for the safety of the user) may fail, malfunction, fail to perform to manufacturer's standards or cause injury. For example, ice axes and crampons used on snow and ice necessarily have sharp points to penetrate the snow or ice. These points may cause injury if misapplied to the human body.
- Liquid and/or compressed gas stoves, and occasionally open fires, are used to prepare meals and boil water for hot drinks. Water often requires boiling or other treatment such as chemical disinfection or filtration before use. In addition to the environmental and travel risks described above, camping risks and hazards include but are not limited to burns, cuts, slips, falls, lifting, and diarrhea and flu-like illness.
- Decisions are made by the guides and participants usually in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- Careless or reckless behavior on the part of other participants, despite adequate supervision, as well as careless or reckless behavior by third parties may result in injury, permanent disability, death, property damage or a change of plans.
- In certain circumstances, participants in MAG's activities may be unsupervised or left alone for varying and possibly extended periods of time, and may be out of visual or audible range of the guide. Participants may be required to travel alone, without the direct supervision of the guide.
- MAG's activities may require a degree of skill and knowledge not required in other activities, and participants have responsibilities for managing the risks to which they and others are exposed. MAG's activities should be considered exploratory and include the possibility of unexpected conditions and challenges. The staff of MAG has been available to more fully explain the nature and physical demands of activities in which the participant will be engaged, and the inherent and other risks associated with them.

ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

I, Participant (adult or minor) and Parent of a minor participant (for myself and on behalf of the minor participant), acknowledge that the description above of inherent risks is not complete and that other unknown or unanticipated risks, inherent and otherwise, may result in property loss, injury, illness or death. I acknowledge that Participant's involvement in the MAG activity is

purely voluntary, and in spite of and with knowledge of the inherent and other risks involved. I certify that I am fully capable of participating in this activity. **I expressly acknowledge and assume the inherent risks described above, and all other inherent risks of Participant's involvement in MAG activities. In addition, except with respect to an injury or other loss that occurs on lands whose rules or regulations prohibit my doing so, I expressly assume ALL OTHER risks of Participant's involvement in MAG activities, inherent or otherwise, and whether or not described above.**

(NOTE TO CLIENT AND TO PARENT IF CLIENT IS A MINOR) The U.S. Forest Service and certain other federal land management agencies do not allow permit holders such as MAG to be released by their clients and participants from liability for negligent conduct. On those lands, MAG is limited to the acknowledgment and assumption of risks, as provided above. Participant's trip or program may include travel and activities off these public lands. For such activities, MAG seeks an assumption of ALL (not only inherent) risks and, in addition, the following Agreement of Release and Indemnity. Please read the following agreement carefully.

AGREEMENT OF RELEASE AND INDEMNITY

If I am an adult Participant or the Parent of a minor Participant I agree, for myself and on behalf of the minor Participant for whom I sign, as follows:

I HEREBY AGREE TO RELEASE, INDEMNIFY ("indemnify" meaning to defend, and to pay or reimburse), AND HOLD HARMLESS Montana Alpine Guides Inc, its owners, officers, agents, employees and contractors ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me, by a minor participant for whom I sign, by a member of my family, a rescuer, co-participant, or any other person, arising in whole or part from my, or the minor child's, enrollment or participation in an activity of MAG, WHETHER ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY OR OTHERWISE, to the fullest extent permitted by law.

OTHER PROVISIONS

If I am an adult Participant or the Parent of a minor Participant, I further acknowledge and agree, for myself and on behalf of the minor Participant for whom I sign, as follows: I certify that I am fully capable of participating in this activity. I have no past or current physical or psychological condition that might affect my participation in the activity, other than as described on the medical form. I am able to participate without causing harm to myself, or to others. Any medical information given to MAG is accurate and all pertinent medical conditions have been disclosed. I also agree to inform MAG of any undisclosed medical condition that arises prior to the commencement of the activity. MAG is authorized to obtain or provide emergency hospitalization, surgical or other medical care for the Participant. Any such third-party medical care provider is authorized to exchange pertinent medical information with MAG. Costs reasonably associated with medical services, including evacuation, shall be borne by the Participant, if an adult, or Parent of a minor Participant.

Any dispute between MAG and me and/or my parents or guardian shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Montana, and any mediation or suit shall occur or be filed only in the State of Montana.

If the parties to this agreement have a legal dispute which cannot be settled amicably by negotiation, the parties will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Montana courts as qualified persons for mediation assignments. To the extent mediation does not produce a resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association in Montana. I agree to pay all costs and attorneys' fees incurred by MAG in

defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that MAG is not responsible for the injury or loss. If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members. Its terms may be varied only by a separate written instrument signed by the parties.

THE PARTICIPANT AND THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT HAVE READ THIS PAGE AND THE PREVIOUS 3 PAGES OF THIS DOCUMENT AND UNDERSTAND AND AGREE TO ITS TERMS, INCLUDING THE ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AGREEMENT OF RELEASE AND INDEMNITY AND THE ADDITIONAL PROVISIONS, ABOVE.

Participant Signature

Age

Date

Name (Print)

At least one parent (or guardian) must sign below if the Participant is under 18 years of age in order to reflect their understanding and agreement, for themselves and on behalf of the minor, to the provisions of this document, including, though not exclusively, their agreements to release and indemnify Released Parties.

Parent(s) or Guardian Signature

Date

Name (Print)

MAILING ADDRESS OF PARENT OR GUARDIAN:

