

VISITOR'S ACKNOWLEDGEMENT OF RISKS

Name (Last, First, M.I.): _____ Phone #: (____) ____ - _____

Address (Street, City, State & Zip): _____

In consideration of the services provided by Exum Mountain Guide Service and School of Mountaineering, Inc., their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "Exum"), I agree as follows:

Although Exum has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, Exum has informed me that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of this activity. These inherent risks are some of the same elements that contribute to the unique character of the activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Exum does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of these inherent risks. The following describes some, BUT NOT ALL, of these risks:

Rockfall; Icefall; Avalanches; Electrical storms; Mountain storms; Snow; Ice; Rain; Hail; Sleet; Lightning; Falling; Objects falling from above; Unstable or loose rock, snow, ice, talus, moraine, scree, boulders, and/or other terrain; Slippery terrain; Falling and injury while skiing or snowshoeing; Extreme cold and hot temperatures; Water crossings by foot or boat; Wildlife encounters; Dehydration; High altitude and altitude sickness; Wind; Failure of mountaineering equipment despite reasonable care and use; Injury from mountaineering equipment despite reasonable care and use; Careless or reckless behavior on the part of other members of the group despite reasonable supervision; Guide error; Careless or reckless behavior on the part of third parties; Limited possibility of assistance/rescue; and Limited ability/inability to communicate with rescue personnel.

I am aware that this activity entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that the other unknown or unanticipated risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities. I acknowledge that I have responsibilities as a participant.

I acknowledge that the staff of Exum has been available to explain more fully to me the nature and physical demands of this activity and inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity.

I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR MYSELF FOR BODILY INJURY, DEATH, OR LOSS OF PERSONAL PROPERTY AND EXPENSE AS A RESULT OF THOSE INHERENT RISKS AND DANGERS IDENTIFIED HEREIN, AND THOSE INHERENT RISKS AND DANGERS NOT SPECIFICALLY IDENTIFIED, AND AS A RESULT OF MY NEGLIGENCE IN PARTICIPATING IN THIS ACTIVITY.

I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ALL MINOR CHILDREN IN MY CARE, CUSTODY AND CONTROL FOR BODILY INJURY, DEATH, OR LOSS OF PERSONAL PROPERTY AND EXPENSE AS A RESULT OF THOSE INHERENT RISKS AND DANGERS IDENTIFIED HEREIN, AND THOSE INHERENT RISKS AND DANGERS NOT SPECIFICALLY IDENTIFIED, AND AS A RESULT OF SUCH MINOR CHILDREN'S NEGLIGENCE IN PARTICIPATING IN THIS ACTIVITY.

By signing below I am certifying that I have carefully read, clearly understand, and accept ALL the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate, and for all members of my family, including minor children.

Signature

Date

Parent's Signature (If under 18)

Date

I am using my own equipment: Yes No If Yes, Specify Equipment: _____