

I UNDERSTAND THAT I WILL BE ASKED TO SIGN THIS FORM ELECTRONICALLY BEFORE PARTICIPATING IN ANY CLIMBING ACTIVITIES, AND THIS COPY IS ONLY FOR MY REVIEW

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Exum Guide Service & School of Mountaineering, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "EXUM"), I hereby agree to release, indemnify, and discharge EXUM, 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 EXUM activities, climbing and avalanche courses, rock, alpine, and ice climbing, mountaineering, trekking, skiing, canoeing, and outdoor adventure-based 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: slipping and falling; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use and potential or actual failure of climbing ropes and equipment; being lost or separated from their guides or companions; hazards of walking on uneven terrain; falling objects; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), weather changes and avalanche; weather and altitude can be extreme and can change rapidly without warning; the risks of falling off the rock or mountain; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, boat capsize and entrapment; accidental drowning; water craft are slippery when wet and accidents can occur getting in or out; large waves, eddies and whirlpools, tidal conditions, surf and currents; cerebral and pulmonary edema; heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; limited visibility; open and vertical pits; confined spaces; entrapment; potential flooding; water hazards; belay or belayer may fail; major injuries are a risk as are sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; equipment failure; traveling to and from activity locations raises the possibility of any manner of transportation accidents; transmissible pathogen or disease; my own physical condition, and the physical exertion associated with this activity.

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. I agree to wear a properly fitted and secured certified helmet while participating in this activity. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) when in a watercraft.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless EXUM from any and all claims, demands, or causes of action (excluding those claims, demands, or causes of action regarding gross negligence, recklessness, and/or willful misconduct), which are in any way connected with my participation in this activity or my use of EXUM's equipment or facilities.
4. Should EXUM or anyone acting on their behalf, be required to incur attorney'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 EXUM, I agree to do so solely in the state of Wyoming, 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.

The undersigned further waives the liability of the United States of America and acknowledge and agrees that the United States of America and its officers and employees are fully released from any liability for injuries, damages or losses that undersigned sustains as a result of or in the connection with the undersigned's participation in this activity.

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 EXUM on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at EXUM. 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 _____ DOB _____
Address _____ City _____
State _____ Zip _____ Email _____
Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s) and DOB(s)) _____

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

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