



PLEASE READ AND UNDERSTAND THESE POLICIES BEFORE SUBMITTING YOUR APPLICATION MATERIAL TO **MOUNTAIN PROFESSIONALS, LLC.**

ACKNOWLEDGMENT AND ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION

In consideration of the services provided by Mountain Professionals, LLC., its shareholders, directors, officers, employees, agents, volunteers, participants and all other persons or entities associated with or acting in any capacity on its behalf, I hereby agree to release, indemnify and discharge Mountain Professionals, LLC., on behalf of myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children, as follows:

1. I acknowledge that rock climbing, polar skiing, trekking and mountaineering entail known and unanticipated risks that could result in physical or emotional trauma, injury, paralysis, death or damage to myself, property and/or third-parties. Although Mountain Professionals has taken reasonable steps to provide me with appropriate equipment and skilled guides, I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of traveling in uneven mountainous terrain and slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the force of nature, including lightning, weather changes and avalanche; the risk of falling off the rock, mountain or into a crevasse; the risk of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition; and the physical exertion associated with this activity. Additional dangers may include the hazards of traveling in the Third World; accident or illness in remote places without access to emergency medical facilities; war; terrorism and other forces. I understand that this description of these risks is not complete and that other unanticipated inherent risks may occur.

Furthermore, Mountain Professionals has a difficult job to perform. It seeks safety but is not infallible. Mountain Professionals might be unaware of my or another participant's fitness or abilities. Mountain Professionals might misjudge the weather or other environmental conditions. It may give incomplete warnings or instructions and equipment being used might malfunction. I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant.

I acknowledge that Mountain Professionals has been available to more fully explain to me the nature and physical demands of this activity and the risks, hazards, and dangers 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 the 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 Mountain Professionals 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

Mountain Professionals equipment or facilities including any such claims which allege negligent acts or omissions of Mountain Professionals.

4. Should Mountain Professionals 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. I understand that Mountain Professionals may contract with independent contractors to provide services on this trip or activity, including transportation, travel services and guide services. I understand that Mountain Professionals has no control over and accepts no responsibility for the actions of any independent contractor involved in providing services on the trip/activity.

The laws of the State of Colorado will govern this Agreement and I consent to the jurisdiction and venue of the federal and state courts sitting in Denver, Colorado. If there is a dispute between parties relating to this document, the party substantially prevailing will be entitled to recover all costs and expenses of any subsequent proceedings (including trial, appellate, and arbitration proceedings), including the attorney fees incurred therein.

By signing this document, I acknowledge that if anyone is hurt or property 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 Mountain Professionals on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. If any part of this Agreement is deemed unenforceable, all the parts shall be given full affect to the extent possible. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant

Date Print

Name

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

In consideration of _____ (print minor's name)(the "Minor"), being permitted by Mountain Professionals to participate in its trip/activities and to use its equipment and facilities, as the parent or guardian of Minor, I hereby give my permission for Minor to participate in the foregoing and further agree, individually and on behalf of Minor, to the terms of the above and to indemnify and hold harmless Mountain Professionals 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.

Signature of Parent or Guardian

Date

Printed Name of Parent or Guardian
