

# **MOUNTAINEERING, ROCK CLIMBING, SKIING, and SNOWBOARDING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.**

**Please read and be certain you understand the implications of signing.**

## **Express assumption of Risk Associated with Mountaineering, Climbing, and Related Activities.**

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Mountaineering, Rock Climbing and Skiing activities, transportation of equipment related to the activities, and traveling to and from activities sites of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in Mountaineering, Rock Climbing and Skiing is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Borealis Mountain Guides LLC including but not limited to operator error.
4. Injury to hands, fingers, feet, and toes, including but not limited to inflammation and/or strain of muscles ligaments and/or tendons, nerve damage or compression, and broken bones.
5. Injury from falling may occur from exposure to high altitude, which may affect judgment and coordination, or from not paying close attention to your climbing or others climbing with or near you.
6. Broken bones, severe injuries to the head, neck, and back which may result in severe physical impairment or even death.
7. Discharge of weapons in or near the area of activity.
8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
9. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
10. Attack by or encounter with insects, reptiles, and/or animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
13. My sense of balance, physical coordination, and ability to follow instructions.

**\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

## **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration for being permitted to participate in any way in Mountaineering, Rock Climbing and Skiing and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.  
Forest McBrian, Erin Smart, Borealis Mountain Guides LLC
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by activity or passive negligence of the releasees or otherwise. By executing the document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statement made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of the release is found to be unenforceable, the remaining terms shall be enforced.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERM, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Name of Adult Participant (Please Print)

\_\_\_\_\_  
Date

**FOR PARTICIPANTS OF MINORITY AGE:** This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasee from any and all liabilities incident to his/her involvement in these programs from myself, my heirs, assigns, and next of kin.

\_\_\_\_\_  
Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.

\_\_\_\_\_  
Name of Parent or Guardian (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Minor (Please Print)

\_\_\_\_\_  
Date