

**SAANO ADVENTURES LLC**  
**AGREEMENT FOR PARTICIPANTS AND/OR VOLUNTEERS**  
**RELEASE AND DISCHARGE, ACCEPTANCE OF RESPONSIBILITY**  
**AND ACKNOWLEDGMENT OF RISKS**

**This document affects your legal rights. You must read and understand it before initialing or signing it**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

If Under 18, Name of Parent/Guardian : \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

I, the above- named person being above age eighteen, or the legal guardian of the above-named person who is under 18, in consideration of the services of SAANO ADVENTURES LLC, the rate charged for those services, and **the right to engage in this event as a participant and/or volunteer**, hereby acknowledge, agree, promise and covenant with SAANO ADVENTURES LLC and all other persons or entities, and release and discharge SAANO ADVENTURES LLC and all other persons or entities, on behalf of myself, my heirs, assigns, personal representative and estate as follows: **Please initial** \_\_\_\_\_

**AGREEMENT TO PARTICIPATE:** In addition, I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: negligence on the part of SAANO ADVENTURES including, without limitation, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to bicycle selection or maintenance, in the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc.; physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals; breakdown or failure of bicycles or other equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; and stolen, lost, or misplaced luggage or property. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH. **Please initial** \_\_\_\_\_

**RELEASE OF LIABILITY:** I acknowledge that the cost of all SAANO ADVENTURES trips is based upon trip participants executing this Release of Liability, Assumption of All Risk, and Arbitration Agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE FOREVER SAANO ADVENTURES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release SAANO ADVENTURES from any and all liabilities to the maximum extent permitted by law. **Please initial** \_\_\_\_\_

**BINDING ARBITRATION:** I agree that any dispute concerning, relating, or referring to this contract, brochures, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in San Francisco, California. Such proceedings will be governed by substantive California law excluding any application or consideration of the California Arbitration Act. **Please initial** \_\_\_\_\_

**MISCELLANEOUS MATTERS:** I understand that SAANO ADVENTURES reserves the right to take photographic or film records of any of its trips and hereby agree that SAANO ADVENTURES may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom SAANO ADVENTURES may engage in joint marketing, without any remuneration to me. **Please initial** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RISKS:** I fully understand that there are many risks inherent in all outdoor activities. These risks include dangers not only associated with participation in outdoor activities, but include dangers associated with travel to and from the location of outdoor activities. These risks can include, but are not limited to, death, injury, or illness as a result of the following: a fall; cold weather injuries which may include hypothermia, frostnip, and/or frostbite; immersion related illnesses which may include cold shock, immersion hypothermia; heat related illnesses, which may include heat exhaustion and heat stroke; altitude related illnesses which may include, pulmonary edema, cerebral edema, and/or high altitude mountain sickness; an act of nature which may include lightning, avalanche, mudslide, earthquake, and rock fall; falling into a crevasse, crossing rivers, climbing or down climbing rock, snow or ice-covered terrain, skiing, being on or near horses or mules; transportation on airplane, boat, bicycle, or vehicle; collisions with vehicles, pedestrians, bicycles, fixed objects, animals, road hazards of all types not necessarily marked; equipment failure, weather problems; epidemics, or other sicknesses; and political or social unrest. I have been informed of some of the possible risks, and their consequences involved in participation on the above trip and acknowledge and assume responsibility for all risks and their consequences. **Please initial** \_\_\_\_\_

**\*\* I have read this page, and sign to show I understand and Agree:**

**SIGNATURE OF PARTICIPANT/GUARDIAN:** \_\_\_\_\_

**TRIP POLICY:** SAANO ADVENTURES reserves the right to refuse a person participation on any trip if we find that person to be mentally or physically unprepared for the trip. During the trip the Guide reserves the right to require a person to return to base camp or to abandon the trip, if by their judgment, for any reason, a person is unfit to continue participating in an ongoing activity. If, for any reason, anyone leaves the trip before its completion, for whatever reason, there will be no reimbursement of fees. If the weather, or other factor(s), makes completing our objective impossible, there will be no reimbursement of fees. In the case of the participants need for a rescue, or the participant leaves the trip before its completion, for whatever reason, the participant is responsible for any expenses incurred. SAANO ADVENTURES is not responsible for any expenses incurred if the trip should be delayed due to weather, strikes, theft, acts of nature, civil disturbances, terrorism, acts of war, government restrictions or regulations, failure of any form of transportation to arrive or depart as scheduled, or discrepancies over which SAANO ADVENTURES has no control. SAANO ADVENTURES reserves the right to make route, hotel and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests. SAANO ADVENTURES is not responsible for the terms and conditions of any airline tickets, lost, stolen, or damaged baggage or equipment, or any expenses incurred in the event of such loss or damage. **Please initial \_\_\_\_\_**

**ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT:** By signing this agreement I hereby agree to give up certain legal rights, which I may have in the event that I become ill, injured or die as a result of my participation on the trip. I am giving up my legal rights against SAANO ADVENTURES, its owners, guides, assistant guides, and associated agents and contractors or any of their relatives. **Please initial \_\_\_\_\_**

**AGREEMENT TO WAIVE LEGAL ACTION:** I hereby agree that I, my heirs, my personal or legal representatives, or any member of my family, including minors, will not make a claim against, or sue SAANO ADVENTURES, or any of its owners, guides, assistant guides, or associated agents or contractors, or any of their relatives, for any reason whatsoever including but not limited to death, injury, illness, or expense (except liability, claims or damages arising or resulting from gross negligence), occurring during or after the course of my participation on this trip. I hereby release SAANO ADVENTURES, its owners, guides, assistant guides, and any associated agents or contractors from and against any and all legal liability arising out of or connected in any way with my participation on this trip. All terms of this agreement shall be binding upon me, my relatives, heirs, and my personal or legal representatives. **Please initial \_\_\_\_\_**

**CONSENT TO LEADERSHIP:** I further agree that SAANO ADVENTURES shall have complete discretion to decide when, where, how, to what extent, and under what circumstances my rescue should be required. **Please initial \_\_\_\_\_**

**CONSENT TO MEDICAL TREATMENT:** Provided I am incapacitated or rendered incompetent due to illness or injury, and I am unable to make my own decisions, I consent to any emergency medical treatment or hospital care that may arise from participating in activities with SAANO ADVENTURES. **Please initial \_\_\_\_\_**

**RESPONSIBILITY FOR EXPENSES:** I accept full responsibility for any and all expenses incurred as a result of my injury, illness, or death, including all medical services and rescue costs, as well as my costs if I leave the trip for non-medical reasons. **Please initial \_\_\_\_\_**

**AGREEMENT TO INFORM:** I have completed the online "confidential medical questionnaire," and I am therefore informing SAANO ADVENTURES of any preexisting medical conditions and any medications I will be taking on the trip. **Please initial \_\_\_\_\_**

**PHYSICALLY AND MENTALLY CAPABLE:** I certify and state that I am fully capable, physically and mentally, to participate on this trip, and that I have been made aware and have had an opportunity to make myself aware of, the dangers, risks, and consequences involved in this trip, some of which are listed in this Agreement. **Please initial \_\_\_\_\_**

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and fully understand the contents and legal ramifications of this Agreement including but not limited to, those regarding cancellation and refund policies. **I understand that this is a legally binding and enforceable contract and sign it of my own free will.** I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. **Please initial \_\_\_\_\_**

**PARTICIPANT INSURANCE BENEFITS & REPRESENTATION OF PHYSICAL CONDITION**

I understand and acknowledge that no major medical insurance benefits will be provided to me during this event. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage cause to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. **Please initial \_\_\_\_\_**

**I certify that I will not participate in this event if I am under the effects of drugs or alcohol.** **Please initial \_\_\_\_\_**

**ENTIRE BINDING AGREEMENT:** I understand that this is the entire Agreement shall be binding between me, my relatives, heirs and representatives and SAANO ADVENTURES Inc., its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of SAANO ADVENTURES Inc., or by me.

**My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.**

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN (IF UNDER AGE OF 18: \_\_\_\_\_

SIGNATURE OF WITNESS (GUIDE): \_\_\_\_\_