



**Participant Release of Liability, Waiver of Claims,
Assumption of Risks, and Indemnity Agreement
Valdez Adventure Alliance**

In consideration of the services of Valdez Adventure Alliance and The American Alpine Club, its respective agents, owners, officers, lessors, shareholders, volunteers, participants, employees, parent or subsidiary corporations, subcontractors, sales agents and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "VAA and AAC"), I hereby agree to acknowledge and discharge VAA and AAC on behalf of myself, my parents, my children, my heirs, my legal and personal partners, all of my family members, assigns, administrators, wards, personal representatives and estate as follows:

1. **Inherent Risks.** I acknowledge that the following describes some, but not all of the risks that I might encounter while attending an VAA and AAC event or sponsored event or while participating in activities/events through the VAA and AAC. I acknowledge that VAA and AAC events/activities (including trips, climbs, hikes, treks, classes, expeditions, camping, etc.) are generally what is known as "mountaineering" type activities which entail known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property or to third parties. Mountaineering activities are most commonly exploratory in nature and are considered RUGGED ADVENTURE OR RECREATIONAL ACTIVITIES. I understand and acknowledge that the enjoyment and excitement of these types of activities is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in these activities. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in VAA and AAC activities.** I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities of the VAA and AAC events/activities (including trips, climbs, hikes, treks, classes, expeditions, camping, etc.).

I acknowledge that the inherent risks associated with **climbing, hiking and /or trekking** trips includes but is not limited to the following: I can slip or fall during hiking, trekking, climbing or getting to and from the activity areas; I understand that the areas in which I might hike, trek or climb and/or which are used by VAA and AAC for its activities include beautiful mountain, valley and meadow terrain; the natural beauty of these areas sometimes hide dangerous obstacles which present additional inherent risks. Those obstacles or risks include, but are not limited to: roots, branches and other debris on the trails, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions, submerged objects in flooded or wet areas, thin ice and deep water and varying and difficult conditions. I acknowledge that it is my sole responsibility to observe and make myself familiar with the areas in which VAA and AAC activities occur. Participants may become lost or separated from their companions in forested areas, wild and rugged terrain, or bad weather. I acknowledge that I may encounter hazards such as: loose, falling, rolling and breaking rock; unstable or loose rock, talus and/or scree slopes, boulders; snow, ice or moraine, glaciers and crevasses, rock and ice or snow avalanches or massive loosening and movement of dirt and rock; objects – whether equipment, rocks/earth/ice, timber or other participants – falling from above.

I specifically acknowledge also that VAA and AAC events/activities (including trips, climbs, hikes, treks, classes, expeditions, camping, etc.) may involve **lodging/camping/bivouacking in rustic and rugged** situations which may present "comfort style" issues for which I accept responsibility. I acknowledge that food preparation is an integral part of some of these activities and that I and other participants may be eating in the outdoors or community style environments and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and/or illness; I acknowledge my responsibility to inform VAA and AAC of any specific food related allergies. Water purification systems may or may not be used and/or may or may not function correctly; I specifically acknowledge that, in the event I choose to consume alcohol during my trip, I will bear complete responsibility for myself and for any damages I may cause to VAA and AAC, its property or to other guests. I acknowledge that my time at VAA and AAC events/activities may require me to use equipment (i.e. – tents, stoves, water filtration, etc.) that I might not be familiar with and will require me to interact with other guests and participants with whom I am also unfamiliar; any of these things can cause my discomfort and stress and have inherent risks. I acknowledge that I could be left alone, unsupervised and/or out of contact with a guide/staff person for extended periods of time. I acknowledge that there are numerous other issues I may encounter, such as campfires and latrine issues which, while they seem open and obvious, also have inherent risks associated with them.

I acknowledge that, in the remote locations used by VAA and AAC, participants may experience extreme **environmental** and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, frostbite and high altitude illnesses (HAPE and/or HACE), some or all of which may diminish my or the other participants' ability to react or respond. Common (sometimes life threatening) injuries for these types of activities include, but are not limited to the following; strains, sprains, burns, fractures, cuts, and/or wounds and trauma to the head or body. Participants may encounter dangerous wildlife or

insects. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., can occur. Communication in the terrain used by VAA and AAC for its activities can be difficult and in the event of an accident, rescue and medical treatment may be significantly delayed or unavailable.

I acknowledge that my time at VAA and AAC events/activities may require me to use **technical equipment** (i.e. - crampons, ropes, ice axes, carabineers and other hardware) that I might not be familiar with and that I or other participants may find difficult to use and which I or other participants may use incorrectly. This improper use or operation may include, but is not limited to: the failure to observe and obey all safety rules or instructions given to the participant by VAA and AAC or guides/staff. I acknowledge that, despite reasonable care and maintenance, essential equipment may fail, malfunction or cause injury or worse harm to myself or others.

I acknowledge that I may choose to participate in activities that are provided by **other vendors or operators** over which VAA and AAC has no control. Those activities are incidental to the activities provided by VAA and AAC and may involve errors in judgment by the other vendors and operators for which VAA and AAC can bear no liability. I acknowledge that **VAA and AAC is not a "Common Carrier"** but rather is in the mountaineering/association business. Transportation to and from activities is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by VAA and AAC and/or VAA and AAC employees and may involve errors in judgment by VAA and AAC or staff operating the vans, buses, cars or other type transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death. Transport may be provided by independent contractors to VAA and AAC and may involve errors in judgment by those independent contractors.

Furthermore, **VAA and AAC guides/staff** have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are made based on often imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time. With knowledge of all of these issues:

2. **Express Assumption of Risk.** I expressly agree and promise to accept and assume all 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 expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will.
3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless VAA and AAC 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 of VAA and AAC's equipment or facilities, including **any such Claims which allege any theory of negligence including negligent acts or omissions of VAA and AAC** ('VAA and AAC' being its employees and those defined in the opening paragraph of this document).
4. **Indemnity.** Should VAA and AAC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement or defend against lawsuits or claims brought by me, I agree to indemnify and hold them harmless (in other words, I agree to pay for...) for **all** such fees and costs.
5. **Personal Skill & Insurance.** I certify that myself and my family, including minor children, have sufficient skill and fitness to participate in the activities offered by VAA and AAC. I/we further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we verify that any and all medical information given to VAA and AAC is accurate and all pertinent medical conditions have been disclosed; I/we also agree to inform VAA and AAC of undisclosed medical conditions that arise prior to participating in the VAA and AAC activities. I/we specifically agree to be responsible for all costs associated with medical or emergency rescue or extrication. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself/ourselves.
6. **Medical Issues.** I further agree that, in the event that VAA and AAC deems it necessary to administer emergency first aid or CPR or to remove me from its activities or to extricate me from the field or from the remote venue in which the activities operate for

ANY type of health related reason that, by signing this document, I am giving VAA and AAC permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document, I/we are waiving any right to object to or bring any type of action or claim against VAA and AAC for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health related person who becomes involved in my/our care or removal from VAA and AAC activities or the field.

7. **Photographic Assignment.** I understand that VAA and AAC reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities it conducts and I hereby agree that VAA and AAC may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by VAA and AAC.
8. **Release as Contract and Personal Capacity.** I expressly agree and acknowledge that the terms of this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement is contractual in nature, supported by Colorado law and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this agreement and that there are no other impediments or reasons why I would lack the capacity to sign this document.

9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against VAA and AAC, I agree to do so solely in the State of Colorado, and I further agree that the substantive law of Colorado shall apply in that action without regard to the conflict of law rules of that state. I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Colorado courts. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement/Contract between myself and the VAA and AAC and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

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 VAA and AAC on the basis of any claim from which I have released them herein.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL 3 PAGES).
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

Participant Signature: _____ **Printed Name:** _____
Address: _____ **E-mail:** _____
City: _____ **State:** _____ **Age:** _____
Country: _____ **Postal Code:** _____ **Phone #:** _____ **Date:** _____

I am a parent/guardian signing this waiver for _____ **Age** _____

Parent/Guardian signature: _____