

Ultimate Expedition Climbing Guides

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

For each person in your party, please carefully read, then sign and return this form to Ultimate Expedition. (One originally signed copy for each participant.)

Name (Last, First, M.I.)

Phone Number

Address (Street, City, State, & Zip)

In consideration of the services of Ultimate Expedition, Inc., their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "Ultimate Expedition"), I agree as follows:

Although Ultimate Expedition has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, Ultimate Expedition has informed me that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of this activity. These inherent risks are some of the same elements that contribute to the unique character of the activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Ultimate Expedition does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of these inherent risks. The following describes some, BUT NOT ALL, of these risks:

Rockfall; Icefall; Avalanches; Electrical Storms; Mountain Storms; Snow; Ice; Rain; Hail; Sleet; Lightning; Falling; Objects falling from above; Unstable or Loose Rock, Snow, Ice, Moraine, Talus, Scree, Boulders, and/or other Terrain; Slippery Terrain; Extreme Cold and Hot Temperatures; Dehydration; High Altitude and Altitude Sickness; Wind; Failure of Mountaineering Equipment despite reasonable care and use; Injury from Mountaineering Equipment despite reasonable care and use; Careless or Reckless Behavior on the part of other members of the group despite reasonable supervision; Guide Error; and, Careless or Reckless behavior on the part of third parties.

I am aware that this activity entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that the other unknown or unanticipated risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities. I acknowledge that I have responsibilities as a participant. I acknowledge that the staff of Ultimate Expedition has been available to explain more fully to me the nature and physical demands of this activity and inherent risks, hazards, and dangers associated with this activity. I certify that I am fully capable of participating in this activity.

I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR MYSELF FOR BODILY INJURY, DEATH, OR LOSS OF PERSONAL PROPERTY AND EXPENSE AS A RESULT OF THOSE INHERENT RISKS AND DANGERS IDENTIFIED HEREIN, AND THOSE INHERENT RISKS AND DANGERS NOT SPECIFICALLY IDENTIFIED, AND AS A RESULT OF MY NEGLIGENCE IN PARTICIPATING IN THIS ACTIVITY. I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ALL MINOR CHILDREN IN MY CARE, CUSTODY AND CONTROL FOR BODILY INJURY, DEATH, OR LOSS OF PERSONAL PROPERTY AND EXPENSES AS A RESULT OF THOSE INHERENT RISKS AND DANGERS IDENTIFIED HEREIN, AND THOSE INHERENT RISKS AND DANGERS NOT SPECIFICALLY IDENTIFIED, AND AS A RESULT OF SUCH MINOR CHILDREN'S NEGLIGENCE IN PARTICIPATING IN THIS ACTIVITY.

By signing below I am certifying that I have carefully read, clearly understood, and accept ALL the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate, and for all members of my family, including minor children.

Signature

Date

Print Name

If under 18, signature of parent or guardian:

Signature

Date

Print Name

Signature

Date

Print Name

Initial if applicable: _____ I am not pregnant. (Regardless of age, all females must indicate whether or not they are pregnant. If this portion remains blank it is understood that the client is pregnant and may be restricted from certain activities.)

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Agreement of Indemnity and Release

Please carefully read, then sign and return to Ultimate Expedition.

I, or, if I am under the age of 18, my parents or guardian, for themselves and on my behalf, agree as follows:

a) To release and discharge Ultimate Expedition, Inc., its agents, employees, trustees, officers, contractors, and all other persons or entities associated with it (individually and collectively hereinafter referred to as "Ultimate Expedition") from all claims, liabilities and losses whatsoever asserted by or on behalf of me, or by my parents or guardian, in any way arising from or connected with my enrollment or participation in an activity of Ultimate Expedition (including transportation and occurrences to and from the activity). This release includes loss or damage claimed to be caused in whole or in part by the negligence of Ultimate Expedition. I, or my parents or guardian, understand that in signing this document, I (or they) surrender all rights to make a claim or file a lawsuit against Ultimate Expedition for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract, or under any other legal theory, except in cases of intentional wrongs or the gross negligence of Ultimate Expedition.

b) To defend, release and indemnify Ultimate Expedition from any claim, and from any liability, loss, damages or expenses (including attorney's fees) resulting from a claim, brought by a fellow student or participant, rescuer or any other person for loss or damage arising in whole or in part from my enrollment or participation in an activity of Ultimate Expedition.

I, or my parents or guardian, authorize Ultimate Expedition to obtain or provide emergency hospitalization, surgical or other medical care for me.

Any dispute between Ultimate Expedition and me and/or my parents or guardian shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Utah, and any mediation or suit shall occur or be filed only in the State of Utah.

I, or my parents or guardian, further agree that if I (or we) have any legal dispute with Ultimate Expedition which cannot be settled through discussions between the parties, I (or we) will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Utah courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, I (or we) agree to submit the dispute to binding arbitration through the American Arbitration Association in Utah. I (or we) also agree to pay all costs and attorneys' fees incurred by Ultimate Expedition in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that Ultimate Expedition is not responsible for the injury or loss.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

By signing below I am certifying that I have carefully read, clearly understood, and accept ALL the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate, and for all members of my family, including minor children.

Participant Signature

Date

The parent(s) or guardian must sign below if the participant is under 18 years of age to reflect their understanding and agreement, for themselves and on behalf of the student or participant, to the provisions of the Acknowledgment and Assumption of Risks, Agreement of Release and Indemnity and additional provisions, above. The parents or guardian further agree to defend, hold harmless and indemnify Ultimate Expedition from any claim, and from any liability, loss, damages or expenses (including attorney's fees) resulting from a claim, brought by or on behalf of the student or participant or by any member of his or her family, arising out of enrollment or participation in any Ultimate Expedition activity, including transportation and occurrences to and from the program. This indemnity includes any loss or damage claimed to be caused in whole or in part by the negligence of Ultimate Expedition.

Parent or Guardian Signature

Date

Parent or Guardian Signature

Date