



## PARTICIPANT RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of the services BlueSheep, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BI"), I hereby agree to release and discharge BI, on behalf of myself, my children, my parents, my spouse, my siblings, my other relatives and/or dependents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the trek, tour, or mountain climbing expedition entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. These inherent risks are some of the elements that contribute to the unique character of this activity. These same elements can be causes of loss of or damage to my equipment, accidental injury or illness or, in extreme cases, permanent trauma or death. BI 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 the inherent risks. I understand that such risks cannot be eliminated and are an inherent part of the activity.

The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by rock-fall, icefall or other objects dislodged, dropped, or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the rock, ice, mountain or into a crevasse; the risks of exposure to insect bites and numerous diseases, digestive tract infections and ailments; 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.

Furthermore, BI organizers, leaders, guides, and staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge a participant's health or illness, at anytime during the trek, tour or expedition. They might misjudge the weather, the elements, or the terrain. They may become incapacitated or distracted. They may make errors of judgment and mistakes. They may give inadequate warnings or instructions. Equipment being used may malfunction, wear-out, break, be lost, be inadequate, or missing.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, I am fully aware of the risks, and I elect to participate in spite of the risks.
3. 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 the staffs of BI have been available to fully explain to me the nature and physical, mental, and experiential demands of this activity and the inherent risks, hazards, and dangers associated with this activity.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BI 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 BI's equipment or facilities, including any such claims which allege negligent acts of BI



5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BI from any and all claims, demands, or causes of action, which are in any way connected with the use of my image, words, voice, or likeness which are in any way connected with my participation in this activity, in any electronic, electromagnetic, digital, photographic, print, or audio-visual format in regards to advertising, promotions, marketing, cybercasts, literature, newspaper/journal articles, and/or any other use which BI deems fit and/or reasonable.
6. Should BI 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.
7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in all aspects of the tour, trek, or climbing expedition, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
8. In the event that I file a lawsuit against BI I agree to do so solely in the State of Washington, USA.

### **CONDITIONS OF CLIMBS, TREKS AND TOURS**

BlueSheep, Inc., their owners, agents, employees, officers, directors, associates, affiliated companies and subcontractors (herein after collectively referred to as BI), hereby give notice that they act only as agents for hotels, transport companies, land operators and suppliers of travel services. BI assume neither responsibility nor liability in connection with the operation or service of any aircraft, motor vehicle, other conveyance, inn, lodge or hotel which may be used wholly, or in part, for services to BI and their clients. BI, their operators, airlines, and agents will not be responsible for any act, error, omission, nor for any injury, loss accident, delay, inconvenience, irregularity nor damage which may be occasioned by any cause whatsoever. This includes acts of nature, civil disturbance, crime, government restrictions or failure of any means of conveyance to adhere to published schedule.

BI reserve the right to change the price of, cancel or withdraw any trek, tour, or expedition for any reason whatsoever prior to departure. After departure, BI reserve the right to alter or omit any part of the itinerary, to substitute hotels or staff, to change any means of conveyance without notice and without allowance of refund, with liability for increased costs (if any) borne by the trek, tour, or expedition members. BI reserves the right to accept or reject any person as a trek, tour, or expedition member or leader at any time.

I understand that there never has been, nor will there be now, nor will there be in the future, neither any helicopter nor small aircraft rescue. I understand that all rescues are only conducted in traditional "old-fashioned" style, with use of porters, pack animals, and simple vehicles throughout.



In consideration of the services furnished me, and to be furnished me as a member of this trek, tour, and/or mountaineering expedition, I hereby release BI, all staff, and all members of the trek, tour, and/or mountaineering expedition from any and all damages, injuries, losses, or any cause of action which may result in me, my legal representatives, heirs, or others purporting to exercise statutory or other rights arising out of, or in connection with this expedition. And I hereby assume each and every damage incident to my participation, and agree to indemnify and hold harmless BI and all members of the trek, tour, and/or expedition against any sums which they, or any of them may be subject to pay in consequence of any claim or demand by or through me, or resulting from my being a member of this trek, tour, and/or mountaineering expedition.

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 BI on the basis of any claim from which I have released them herein. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I fully understand and do agree to all of the statements and conditions contained in this PARTICIPANT RELEASE AND ACKNOWLEDGEMENT OF RISK statement as detailed in this document. I am aware that this is a release of liability and a legally binding and enforceable contract between BI and myself, and I sign it of my own free will.

Signature:

Print Full Name:

Today's Date:

Name of trip and dates of participation: