

ACTION SNOWSHOE TOURS

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Action Snowshoe, 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 "AST"), I hereby agree to release, indemnify, and discharge AST, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in snowshoeing tour activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the possibility of rough terrain; slips and falls; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; the use of snowshoes, poles, and other equipment; the forces of nature, including lightning and rapid weather changes; the risk of falling from significant heights, standing or walking near slopes and steep cliffs; it is possible that participants could be injured if they come into contact with other participants or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are bruises and sprains; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; exposure to the elements which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; accidents or illness can occur in remote places without medical facilities; the equipment itself may fail; my own physical condition, and the physical exertion associated with the activity.

Furthermore, AST employees 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 the weather or environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AST from any and all claims, demands, or causes of action, which are in any way connected with my participation in the activity or my use of AST's equipment or facilities, **including any such claims which allege negligent acts or omissions of AST.**
4. Should AST 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.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against AST, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF MYSELF OR 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 AST BASED ON ANY CLAIM RELEASED HEREIN.

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.

Signature of Participant: _____ Print Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Date: _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by AST to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AST from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____