

**PARTICIPANT AGREEMENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER OF CLAIMS**

**(Hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED OR GIVEN UP CERTAIN LEGAL RIGHTS AND RECOURSES, INCLUDING THE RIGHT TO SUE, CLAIM OR OBTAIN COMPENSATION FOLLOWING AN ACCIDENT, INJURY, DEATH, DAMAGE, OR LOSS**

***PLEASE READ CAREFULLY!***

In consideration of the services of PowderQuest Tours, Inc., their agents, owners, officers, directors, volunteers, participants, employees, guides and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "PQT"), I hereby agree to release, indemnify, hold harmless and discharge PQT, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, executors and estate as follows:

- 1. DEFINITIONS:** In this Agreement, the term "alpine activities" shall include but is not limited to: alpine skiing, nordic skiing, telemark skiing, snowboarding, hiking, touring, mountaineering, rock climbing, ice climbing, expeditions, trekking, glacier travel; and all activities, services and use of facilities either provided by or arranged by the PQT including orientation and instructional sessions or classes, camping or overnight stays in the outdoors, transportation, accommodation, food, beverage and water supply, and all travel by or movement or activity in or around helicopters, aircraft, snowcats, snowmobiles or any other vehicles. In this Release Agreement, the term "Negligence" includes but is not limited to the failure by PQT to use such care as a reasonably prudent and careful guide would use under similar circumstances, or breach of any other duty of care imposed by law.
- 2. NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK:** Unlike alpine ski boot/binding systems, snowboard, and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of injury and also of not surviving an avalanche.
- 3. AWARENESS AND ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC.**

I acknowledge and accept that participating in a guided snow ski tour or alpine activity entails risks and dangers that could result in physical and/or emotional injury, paralysis, death, and/or damage to myself, to property, and/or to third parties. I am aware that participation in alpine activities involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for alpine activities and may be caused by natural forces or by persons traveling through the terrain. I am aware that the PQT may fail to predict whether the terrain is safe or whether an avalanche may occur. The terrain used for alpine activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition to that of avalanche.

**The risks include, among other things,** but are not limited to: variable and difficult snow conditions, unsafe speed of travel for conditions or experience, collision, striking obstructions or impact or collision with other persons, falling, crevasses, cliffs, trees, tree wells, tree stumps, forest dead fall, hot water rivers, thermal vents, volcanic activity, creeks, rocks, rockfall, boulders, holes and depressions on or below the snow surface, equipment failure, temperature exposure (hypothermia, frostbite, frostnip, sunburn), lack of protective clothing, elevation changes, weather conditions including electrical storms, cornices, effects of high altitude including pulmonary edema and cerebral edema, encounters with dangerous or poisonous flora and fauna, becoming lost or separated from one's party or guide, negligence of other persons; and NEGLIGENCE ON THE PART OF THE PQT, INCLUDING THE FAILURE BY THE PQT TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ALPINE ACTIVITIES.

Furthermore, PQT employees have difficult jobs to perform in difficult circumstances. They seek safety, but they are not infallible and may be negligent and may make mistakes or omissions. They might be unaware of or miscalculate a participant's fitness or abilities. They might misjudge or fail to take into account the weather or other environmental conditions. They may give incomplete or improper warnings or instructions, and the equipment being used might malfunction. Communication in the alpine terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning. Disease may arise from the increased difficulty in maintaining personal hygiene.

**I understand that such risks are present simply cannot be eliminated without jeopardizing the essential qualities of the activity.**

- 4. TRANSPORTATION TO AND FROM AREAS:** I am aware of the risks associated with all transport including transportation through mountainous areas which are subject to rapidly changing driving conditions and the risks of the operation and use of motor coaches, vans and taxis which may or may not be owned and/or operated by PQT.

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- 5. **NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID:** I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue, first aid, transportation and/or treatment will be my responsibility and will not be covered by the PQT.
- 6. **INSURANCE:** I certify that I have adequate insurance to cover any injury, damage, evacuation, rescue, first aid, transportation and/or treatment I may cause, suffer, require or obtain while participating in any alpine or related activities, or in default, I agree to bear the costs of such injury, damage, evacuation, rescue, first aid, transportation and/or treatment myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 7. **VOLUNTARY ASSUMPTION OF RISKS:** 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, and I elect to participate in spite of the risks.

8. **RELEASE:** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PQT 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 PQT's equipment or facilities, **including any such claims which allege negligent acts or omissions of PQT, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. AND FURTHER INCLUDING THE FAILURE ON THE PART OF PQT TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ALPINE ACTIVITIES REFERRED TO ABOVE.**

- 9. **INDEMNITY:** Should PQT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce or defend this agreement, I agree to indemnify PQT for all such fees and costs.
- 10. **JURISDICTION:** In the event that I file a lawsuit or take any legal action against PQT, I agree to do so solely in the **state of Virginia**, United States of America, and I further agree that the substantive and procedural **law of Virginia** 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 anyone suffers any injury, damage or loss of any property during my participation in this or related activity, I may be found by a court of law to have waived my right or possibility to institute or maintain a lawsuit against PQT on the basis of any claim from which I have released PQT herein.**

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO ITS CONTENTS AND TO BE BOUND BY ITS TERMS.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Print Name \_\_\_\_\_

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

In consideration of \_\_\_\_\_ (print minor's name) being permitted by PQT to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless PQT 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: \_\_\_\_\_