



Registration and Release Form

Trip: _____ Trip Start Date: _____

Participant Name: _____

Participant Birthdate: _____

Participant Phone Number (reachable during trip): _____

Company: Smart Mountain Guides, LLC

In consideration of the services of Smart Mountain Guides, LLC, their agents, owners, officers, guides, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SMG"), I hereby agree to release, indemnify, and discharge SMG, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate and agree to the provisions of this Participant Release ("Agreement").

I hereby acknowledge that any participation by me in skiing, ski mountaineering, mountain climbing, rock climbing or ice climbing, including activities on glaciers, steep snow, ice, rock and other alpine terrain, may expose me to known or unanticipated risks that could result in physical, mental or emotional injury, pain and suffering, paralysis, death or other harm to myself, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential quality of these activities.

These risks include, among other things: the hazards of skiing, climbing or other travel on steep or uneven terrain, including slips and falls or falling into a crevasse; being struck by rockfall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the adverse effects of altitude and cold, including hypothermia, frostbite, acute mountain sickness, pulmonary edema or cerebral edema; my own physical condition; physical exertion associated with these activities; mistakes of other participants or negligence of other skiers or climbers; and travel to and from these activities on mountain roads. SMG and the guides they hire seek safety, but are not infallible. They may misjudge or have insufficient knowledge about my health, fitness or abilities or those of other participants in these activities. They may misjudge the weather, the terrain or environmental conditions, or may give incomplete warnings or instructions. The equipment being used, whether provided by me or by SMG or others, may fail.

I hereby assume and accept all of these risks and all other risks, known or unknown, of these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.

I hereby forever release, discharge and agree to indemnify and hold harmless SMG from any and all claims, demands, liabilities or causes of action of any nature whatsoever, which are in any way related to any of these risks or my participation in any of these activities, any act or omission of SMG or any failure of equipment furnished by SMG, including any claims which allege negligent acts or omissions of SMG.

If SMG or anyone acting on their behalf incurs attorneys' fees or costs to enforce this Agreement, I hereby agree to indemnify and hold them harmless from all such fees and costs.

I certify that I have adequate insurance to cover the costs of any injury or damage I may cause or suffer which are in any way related to any of these risks or my participation in any of these activities, including any medical, rescue and other costs or damages. In the absence of any such insurance, I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk and effects of any mental, physical or emotional condition I may now or at any time have.

I acknowledge that Smart Mountain Guides LLC is a business in the State of Washington. In the event that I or anyone on my behalf files a lawsuit against SMG, I agree for myself and all of my

representatives to do so solely in the State of Washington and that the law of that state shall apply in that lawsuit without regard to the conflict of laws of that state. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

It is my intention that my foregoing assumption of risks, indemnifications and release of SMG in this Agreement will be honored and strictly enforced in any court of law or equity and will be binding upon me and my spouse and children, if any, my parent(s) or legal guardian(s) and my heirs, assigns, personal representatives and estate.

I have had sufficient opportunity to read this entire document. The terms "ski" or "skiing" in this Agreement apply equally to "snowboard" or "snowboarding," if included in my activities.

We often use photographic images from our trips in slide shows, brochures, and other advertising. By completing this registration, you agree to release all rights and to not request compensation for any photos or images we use.

Deposit and Payment:

A 25% deposit is required to hold a reservation. The remaining balance is due 60 days prior to the start of the trip. If you book a trip within 60 days of the starting date, the entire balance is due upon booking. If full payment is not received 60 days prior to the start of the trip, we reserve the right to cancel your reservation.

Cancellation and Refund Policy:

If you cancel before the balance due date (60 days or more before the start of your trip), a full refund is given minus a \$100 cancellation fee per person. If one or more members of a private group cancel for such a refund, resulting in a smaller group and lower guest to guide ratio, the remaining members agree to pay the higher cost per person of the lower guest to guide ratio. If you cancel after the balance due date (less than 60 days prior to the start of your trip), or if you are prevented, after the balance due date, from participating in the trip due to exigent circumstances such as injury, illness or travel delays, no refund will be given. We recommend that you purchase Trip Cancellation, Interruption and Emergency Evacuation Insurance to protect yourself in case you need to cancel after the balance due date, cannot participate due to exigent circumstances or require emergency evacuation.

Signature of Participant: _____ **Date:** _____

Print Name: _____

PARENT/GUARDIAN CONSENT AND INDEMNIFICATION

(Must be completed for participant under age of 18)

I hereby join in the foregoing Agreement and consent to _____ (print participant's name) ("Minor") being permitted to participate in the above described activities. I will indemnify and hold SMG harmless from any and all claims which are brought by or on behalf of Minor and which are in any way connected with those activities. If SMG or anyone acting on his behalf incurs attorneys fees or costs to enforce this Agreement, I will indemnify and hold them harmless from all such fees and costs. I acknowledge that SMG will rely upon my foregoing consent and foregoing indemnity and I agree forever to be bound thereby.

Signature of Parent or Guardian: _____ Print name: _____

Signature of Witness: _____ Print name: _____

Date: _____

Phone number(s) of parent(s) or guardian in case of emergency: _____

Home address: _____