

**Mountain Reign PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

In consideration of the services of Mountain Reign, I hereby agree to release and discharge MOUNTAIN REIGN on behalf of myself, my parents, my heirs, assigns, personal representative, and estate as follows:

**1. Inherent Risks** I acknowledge that any adventure activity like hiking and backpacking as well as the physical training program provided by MOUNTAIN REIGN entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities are derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in these activities. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in MOUNTAIN REIGN events/activities.** I also understand and acknowledge that failing to use or properly use safety-type equipment increases my risk of injury or of not surviving an accident or incident while participating in adventure activities.

I acknowledge that MOUNTAIN REIGN **hiking and/or backpacking** events/activities (including trips, hikes, treks, expeditions, camping, etc.) are generally what is known as “mountaineering” type activities which entail known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property or to third parties. Mountaineering activities are most commonly exploratory in nature and are considered RUGGED ADVENTURE OR RECREATIONAL ACTIVITIES. I acknowledge that the inherent risks associated with these activities include but is not limited to the following: I can slip or fall during hiking, climbing, or getting to and from the activity areas; I understand that the areas in which I might hike, backpack or climb and/or which are used by MOUNTAIN REIGN for its activities include beautiful mountain, valley and meadow terrain; the natural beauty of these areas sometimes hide dangerous obstacles which present additional inherent risks. Those obstacles or risks include but are not limited to: roots, branches, and other debris on the trails, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions, submerged objects in flooded or wet areas, thin ice and deep water and varying and difficult conditions. I acknowledge that it is my sole responsibility to observe and make myself familiar with the areas in which MOUNTAIN REIGN activities occur. Participants may become lost or separated from their companions in forested areas, wild and rugged terrain, or bad weather. I acknowledge that I may encounter hazards such as: loose, falling, rolling, and breaking rock; unstable or loose rock, talus and/or scree slopes, boulders; snow, rock, and ice or snow avalanches or massive loosening and movement of dirt and rock; objects – whether equipment, rocks/earth/ice, timber or other participants – falling from above.

I specifically acknowledge also that MOUNTAIN REIGN events/activities may involve **lodging/camping** in rustic and rugged situations which may present “comfort style” issues for which I accept responsibility. I acknowledge that food preparation is an integral part of some of these activities and that I and other participants may be eating in the outdoors or community-style environments and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and/or illness; I acknowledge my responsibility to inform MOUNTAIN REIGN of any specific food-related allergies. Water purification systems may or may not be used and/or may or may not function correctly; I specifically acknowledge that in the event I choose to consume

alcohol during my trip, I will bear complete responsibility for myself and for any damages I may cause to MOUNTAIN REIGN, its property or to other guests. I acknowledge that my time at MOUNTAIN REIGN events/activities may require me to use equipment (IE – tents, stoves, water filtration, etc.) that I might not be familiar with and will require me to interact with other guests and participants with whom I am also unfamiliar; any of these things can cause my discomfort and stress and have inherent risks. I acknowledge that I could be left alone, unsupervised, and/or out of contact with a guide/staff person for extended periods of time. I acknowledge that there are numerous other issues I may encounter, such as campfires and latrine issues which, while they seem open and obvious, also have inherent risks associated with them.

I acknowledge that, in the remote locations used by MOUNTAIN REIGN, participants may experience extreme **environmental** and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heatstroke, heat cramps, hypothermia or fatigue, frostbite, and high altitude illnesses (HAPE and/or HACE), some or all of which may diminish my or the other participant's ability to react or respond; I understand that prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and in extreme cases death. Common (sometimes life-threatening) injuries for these types of activities include, but are not limited to the following; strains, sprains, burns, fractures, cuts, and/or wounds and trauma to the head or body. Participants may encounter dangerous wildlife or insects. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, storms or lightning, extreme temperature variations, etc., can occur. Communication in the terrain used by MOUNTAIN REIGN for its activities can be difficult and in the event of an accident, rescue and medical treatment may be significantly delayed or unavailable. As in all activities which are part of the MOUNTAIN REIGN adventure, MOUNTAIN REIGN or its guides may misjudge some of these issues.

I acknowledge that I may choose to participate in transportation to and from activities for MOUNTAIN REIGN events/activities. Transport and car, bus, or van travel in some instances may be provided by MOUNTAIN REIGN and/or MOUNTAIN REIGN guides and leaders and may involve errors in judgment by MOUNTAIN REIGN guides and leaders operating the vans, buses, cars, or other transport vehicles. The vehicles may malfunction, break down, or be poorly maintained, causing injury, accidents, delays, or in the extreme case, death.

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety while participating in any or all of the activities associated with or provided by MOUNTAIN REIGN I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise MOUNTAIN REIGN of anything which I consider to be unsafe or to refuse to participate. Furthermore, **MOUNTAIN REIGN guides/leaders** have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are made based on often imprecise, momentary, and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time.

**2. Express Assumption of Risk** As lawful consideration for being allowed to participate in activities offered by MOUNTAIN REIGN., I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our

participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will.

**3. Release and Waiver of Rights Including for Claims of NEGLIGENCE** On behalf of myself and any of the children for which I am responsible I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MOUNTAIN REIGN from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my/our use of MOUNTAIN REIGN.'s equipment or facilities, including any such Claims which allege negligent acts or omissions of MOUNTAIN REIGN.

**4. Indemnity** Should MOUNTAIN REIGN or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for all such fees and costs.

**5. Personal Skill & Insurance** I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by MOUNTAIN REIGN. I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation, or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage, or emergency transportation costs ourselves.

**6. Medical Issues** I agree on behalf of myself and any of the children for which I am responsible that, in the event that MOUNTAIN REIGN deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or from the field or to seek emergency medical care for me/us that, by signing this document, I/we are giving MOUNTAIN REIGN permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my/our care, treatment or removal from the field. By signing this document, I/we are waiving any right to object to or bring any type of action or claim against MOUNTAIN REIGN for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information It may have about me/us to any health-related person who becomes involved in my/our care or removal from MOUNTAIN REIGN activities or the field.

**7. Photographic Assignment** I understand that the MOUNTAIN REIGN reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself and any of the children for which I am responsible I/we hereby agree that MOUNTAIN REIGN may use such records for promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by MOUNTAIN REIGN.

**8. Release as Contract and Personal Capacity** On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement are contractual in nature and that I/we are signing it of my/our own free will. I /we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there

are no other impediments or reasons why I/we would lack the capacity to enter into this contract with MOUNTAIN REIGN.

**9. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I/we file a lawsuit against MOUNTAIN REIGN, I/we agree to do so solely in the State of Washington and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that states and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Washington courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and MOUNTAIN REIGN and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I/we are also waiving any claims that I/we might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge for myself and any of the children responsible for that if anyone is hurt or property is damaged during my participation in this activity with Mountain Reign, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against MOUNTAIN REIGN on the basis of any claim from which I/we have released them herein.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS. MY DIGITAL SIGNATURE BELOW IS MY AGREEMENT TO THESE TERMS.

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First/Last Name

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Email

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Phone Number

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Age

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Address

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City/State

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Zip

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Country

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Signature (Digital)

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Date