

Trip or Course: _____ Guide: _____

Location: _____ Date: _____

Participant Agreement and Assumption of Risk

In consideration of the services of **Exum Utah Mountain Adventures, Inc.**, their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as **EUMA**), I agree as follows:

Although **EUMA** has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you, rock and ice climbing, alpine mountaineering and backcountry ski and snowboard touring are not without risk. Certain risks cannot be eliminated without destroying the unique character of these activities. The same elements that contribute to the unique character of these activities can be causes of loss of or damage to your equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for these activities, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

The following describes some, but not all, of those risks:

The hazards of walking on uneven terrain and slips and falls; 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 avalanches; the risks of falling off the rock, mountain or into a crevasse; the risks of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; potential for human error by guides or others; my own physical condition; and the physical exertion associated with these activities.

I am aware that this activity entails risks or injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntarily, no one is forcing me to participate, and I elect to participate in spite of the risks.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, estate and for all members of my family, including any minors accompanying me. I acknowledge I am not relying on any oral, written, or visual representations or statements made by **EUMA** including those made in its brochures or other promotional material, to induce me to participate.

Signature of Participant: _____

Print Name: _____

If under 18 yrs. Old, signature of parent or legal guardian: _____

Print Name: _____

Address: _____

Phone: _____ (H) _____ (W)