



Participant Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement Blue Ridge Mountain Guides, LLC

In consideration of the services of the Blue Ridge Mountain Guides, LLC, its respective agents, owners, officers, lessors, shareholders, volunteers, participants, employees, parent or subsidiary corporations, subcontractors, sales agents and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "B.R.M.G."), I hereby agree to acknowledge and discharge B.R.M.G. on behalf of myself, my parents, my children, my heirs, my legal and personal partners, all of my family members, assigns, administrators, wards, personal representatives and estate as follows:

1. **Inherent Risks.** I acknowledge that the following describes some, but not all of the risks that I might encounter while attending an B.R.M.G. event or sponsored event or while participating in activities/events through the B.R.M.G. I acknowledge that B.R.M.G. events/activities (including trips, climbs, hikes, treks, classes, 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 understand and acknowledge that the enjoyment and excitement of these types of activities is derived in part from inherent risks created 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 acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in B.R.M.G. activities.** I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities of the B.R.M.G. events/activities (including trips, climbs, hikes, treks, classes, expeditions, camping, etc.).

I acknowledge that the inherent risks associated with **climbing, hiking and /or trekking** trips includes but is not limited to the following: I can slip or fall during hiking, trekking, climbing or getting to and from the activity areas; I understand that the areas in which I might hike, trek or climb and/or which are used by B.R.M.G. 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, ice formations and ice movements, 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 B.R.M.G. 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, ice or moraine, glaciers and crevasses, 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.

The inherent risks associated with **skiing, ski touring and or ski mountaineering** include, among other things: skiing activities are usually accompanied by beautiful mountain scenery. Those same mountains pose a risk of avalanches. Avalanches may be caused by natural or artificial forces including, but not limited to, steepness of slopes, snow depth, instability, changing weather conditions, or the weight of myself or other skiers on the snowpack. B.R.M.G. or its staff may misjudge whether the terrain is safe for skiing or where or when an avalanche may occur. The natural beauty of the mountainous areas used for skiing sometimes hides dangerous obstacles. Those obstacles may be hidden by snow and include, but are not limited to, crevasses and bergschrunds, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions below the snow surface, and varying and difficult snow conditions. The backcountry ski areas may not have been skied previously and are not regularly patrolled. Skiers may become lost or separated from their skiing guides or skiing companions in forested areas, wild and rugged terrain, or bad weather.

I acknowledge that, in the remote locations used by B.R.M.G., 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, heat stroke, heat cramps or fatigue, frostbite and high altitude illnesses (HAPE and/or HACE), some or all of which may diminish my or the other participants' ability to react or respond. 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, extreme temperature variations, etc., can occur. Communication in the terrain

used by B.R.M.G. for its activities can be difficult and in the event of an accident, rescue and medical treatment may be significantly delayed or unavailable. I acknowledge the responsibility to carry my own necessary medications and my own responsibility to be able to administer these medications. I expressly acknowledge that **naturally occurring human disease processes** (including, but not limited to, the currently widespread Corona Virus) occur in all environments in which this activity will take place. I acknowledge that, while B.R.M.G. has taken reasonable measures to avoid contact, exposure, transmittal or contamination of the virus between people (including guests/participants, employees and other third parties) that it is my sole responsibility to safe guard myself and others. I understand and agree that, if I choose to participate in this activity, that B.R.M.G. cannot and will not have any legal liabilities toward me if I contract the virus. On the other hand, if it is determined that I acted negligently or unreasonably and was responsible for transmittal of the Corona Virus (or any disease process) to other B.R.M.G. participants or employees, that I may be held legally and financially responsible for that transmittal.

I acknowledge that my time at B.R.M.G. events/activities may require me to use **technical equipment** (i.e. - crampons, ropes, ice axes, carabineers and other hardware) that I might not be familiar with and that I or other participants may find difficult to use and which I or other participants may use incorrectly. This improper use or operation may include, but is not limited to: the failure to observe and obey all safety rules or instructions given to the participant by B.R.M.G. or guides/staff. I acknowledge that, despite reasonable care and maintenance, essential equipment may fail, malfunction or cause injury or worse harm to myself or others.

Furthermore, **B.R.M.G. guides/staff** 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. With knowledge of all of these issues:

2. **Express Assumption of Risk.** I expressly agree and promise to accept and assume all the risks existing in this activity. This means I am not just assuming the inherent risks of the activity but rather that I am assuming all of the risks of the activity, *even if they are not expressly stated in this document.* My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree and understand that my decision to encounter the risks in this activity is the most substantial factor causing any ultimate harm that may come to me during this activity. This is a purely voluntary unnecessary activity for me and even if I do not (or claim that I do not) have knowledge of a particular risk, this express agreement to assume all risks whether they are known or unknown to me is intended to defeat all claims I might have against B.R.M.G.
3. **Specific Express Legal Agreements** My intent in signing this release contract is that it will be given broad effect by the Virginia courts even if a specific risk or possible claim is not listed herein. I expressly agree acknowledge that I am waiving arguments against B.R.M.G. as to when and where an activity begins or ends and that once I am engaged *in any way* in a B.R.M.G. activity this release contract will apply. I also expressly agree that this release contract will be admissible into evidence in any legal proceeding which I initiate or become involved in against B.R.M.G., even if the Court rules that the contract is not dispositive of the case. 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 am signing it of my own free will.
4. **Release and Waiver of Rights Including for Claims of NEGLIGENCE.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless B.R.M.G. 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 B.R.M.G.'s equipment or facilities, including any such Claims which allege any theory of negligence including negligent acts or omissions of B.R.M.G. ('B.R.M.G.' being its employees and those defined in the opening paragraph of this document). What I am agreeing to in this clause is that, beyond the legal application of the inherent risk and assumption of the risk provisions, this separate provision means I am waiving all claims I might have against B.R.M.G. sounding in negligence. I agree that the risks of death, injury, property loss or other damages are known and unambiguous to me and that, even if a specific type of loss is not listed in this document it is my express agreement not to hold B.R.M.G. liable for negligence related to any death, injury or other style of damage encountered.
5. **Indemnity** Should B.R.M.G. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement or defend against lawsuits or claims brought by me, I agree to indemnify and hold them harmless (in other

words, I agree to pay for...) for **all** such fees and costs.

6. **Personal Skill & Insurance.** I certify that myself and my family, including minor children, have sufficient skill and fitness to participate in the activities offered by B.R.M.G. I/we 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 am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we verify that any and all medical information given to B.R.M.G. is accurate and all pertinent medical conditions have been disclosed; I/we also agree to inform B.R.M.G. of undisclosed medical conditions that arise prior to participating in the B.R.M.G. activities. I/we specifically agree to be responsible for all costs associated with medical or emergency rescue or extrication. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself/ourselves.
7. **Medical Issues.** I further agree that, in the event that B.R.M.G. deems it necessary to administer emergency first aid or CPR or to remove me from its activities or to extricate me from the field or from the remote venue in which the activities operate for ANY type of health related reason that, by signing this document, I am giving B.R.M.G. 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 to any health care provider which may become involved in my 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 B.R.M.G. 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 B.R.M.G. activities or the field.
8. **Photographic Assignment.** I understand that B.R.M.G. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities it conducts and I hereby agree that B.R.M.G. may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by B.R.M.G..
9. **Release as Contract and Personal Capacity.** I expressly agree and acknowledge that the terms of this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement is contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this agreement and that there are no other impediments or reasons why I would lack the capacity to sign this document.
10. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against B.R.M.G., I agree to do so solely in the State of Virginia, and I further agree that the substantive law of Virginia shall apply in that action without regard to the conflict of law rules of that state. I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Virginia courts. I 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 contract can be used as if it was the original. I understand that this document constitutes the entire Agreement/Contract between myself and the B.R.M.G. 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 am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge that if 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 B.R.M.G. on the basis of any claim from which I have released them herein.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL 4 PAGES).
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

My express intention in signing this complete release of claims document is to voluntarily exchange this release contract with B.R.M.G. for the opportunity to participate in recreational activities with B.R.M.G.

Participant Signature: _____ **Printed Name:** _____
Address: _____ **E-mail:** _____

City: _____ State: _____ Age: _____
Country: _____ Postal Code: _____ Phone #: _____ Date: _____

Parent Signature: _____ Printed Name: _____
Address: _____ E-mail: _____
City: _____ State: _____ Age: _____
Country: _____ Postal Code: _____ Phone #: _____ Date: _____

Parents or Guardians Additional Indemnification (Must be completed for participants under 18 years of age)
I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed above; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that B.R.M.G. relies to its detriment on this representation and would not allow the minor child to participate in this trip without this representation. In consideration of _____ (print minor's name) ('Minor') being permitted by B.R.M.G. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless B.R.M.G. from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent Signature: _____ Printed Name: _____ Date: _____

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