

American Institute for Avalanche Research and Education, Inc:
Acknowledgment and Assumption of Risks & Release and Indemnity Agreement

Introduction

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, "Document") carefully before signing. All participants must sign this Document.

The American Institute for Avalanche Research and Education, Inc., contracts with organizations or individuals that are independent contractors (not always its employees or agents) to instruct many of the courses and activities participants will engage in. Although the Institute has made efforts to locate responsible contractors, it does not supervise or control these contractors and is not responsible for their conduct. I understand I am free to independently investigate and assess these contractors, should I choose to do so.

In consideration of the services of the American Institute for Avalanche Research and Education, Inc., and its officers, directors, staff, employees, agents, representatives, independent contractors, volunteers (including all guides, facilitators and instructors) and all other persons or entities associated with it, (individually and collectively referred to in this Document as "AIARE"), **I agree as follows:**

Acknowledgment and Assumption of Risks

AIARE educational, instructional, adventure and/or recreational activities, including but not limiting to, AIARE 1, AIARE 2, Avalanche Rescue, AIARE Instructor Training, AIARE PRO 1, AIARE PRO 2, AIARE Course Leader Training courses that I may participate in and/or assist with (whether attending, observing, or actively participating in) may include, but not be limited to: avalanche recognition, search and rescue education, instruction and training and other activities such as hiking, mountaineering; excavating snow for rescue and snow profile practice; travel during or to and from activities on touring skis, snowshoes, splitboards, snowmobiles or by other means on steep and/or technical terrain; socializing and engaging in other recreational activities; transportation in vans, planes, helicopters, buses, snowmobiles and/or other vehicles to and from activities (collectively referred to in this Document as "activities" or "AIARE activities"). These activities may be led by AIARE staff, contractors or others and may be scheduled or unscheduled, mandatory or optional, structured or unstructured and/or occur during participant's free, leisure or personal time. **I acknowledge that the inherent and other risks, hazards and dangers of these activities (collectively referred to in this Document as "risks") can cause injury, damage, death or other loss to me or others. The following describes some, but not all, of those risks:**

Risks involved in any physical activity. AIARE activities include a variety of strenuous physical activities including repetitive arm and leg movements, bending, lifting, and transporting significant weight.

Risks present in an outdoor environment. These risks include travel in the backcountry or at ski areas in high altitude, mountainous and/or wilderness terrain, both on and off trail. Participants' travel may be subject to: storms, including strong winds and/or white-outs, lightning, rain, snow or sleet; steep (over 30 degrees) and rugged terrain; extremely cold weather or water; avalanches; fast moving rivers or other water bodies; falling rock, ice or snow chunks; fallen timber; wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is unpredictable year-around.

Risks involved in decision making. These risks include the risk that an AIARE staff member, contractor, representative, co-participant or other person may misjudge a participant's capabilities, health or physical condition, or misjudge, for example, some aspect of instruction, medical treatment, weather, terrain, snow stability, route selection, travel technique or water level.

Personal health and participation risks. The risk that a participant's mental, physical or emotional condition (including use or abuse of prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these activities could result in injury, damage, death or other loss. Although AIARE staff or contractors may review my health or medical information, AIARE cannot anticipate or eliminate risks or complications posed by my mental, physical (including fitness level) or emotional condition.

Risks connected with geographic location. Activities may take place in remote locations, several hours or more from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Participants or AIARE staff or contractors may have communication devices (including cell or inReach devices), but these devices are unreliable because of remote terrain, weather or other factors.

Equipment risks. These risks include the risk that equipment can be misused, or can break, fail or malfunction. Participant must bring his/her own gear and equipment for all activities and are solely responsible for choosing appropriate gear and for the inspection, maintenance and condition of his/her gear and equipment. AIARE staff or contractors require use of avalanche transceivers, probes, shovels or other safety gear for some activities. **Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury or death can occur even with the use of such gear.**

Risks regarding conduct. The potential that participant or other participants or third parties may act carelessly or recklessly.

Other risks generally associated with educational, instructional, adventure and/or recreation activities.

These and other risks may result in participants: getting caught in an avalanche and/or being submerged under snow or ice; falling partway or falling to the ground or into water; being struck; colliding with objects or people; experiencing vehicle collision or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; contracting infectious diseases; suffering gastro-intestinal complications or allergic

reactions or experiencing other problems. These and other circumstances may cause hypothermia, frostbite, dehydration, high altitude sickness, heart or lung complications, broken bones, paralysis, mental or emotional trauma, drowning, concussions, sunburn or other burns, fever, infections, wounds or other injury, damage, death or loss.

I agree:

- to review all materials received, complete all required forms, abide by the terms of those documents, and obey all AIARE rules and other policies;
- AIARE staff or contractors are available should I have further questions about these activities and the associated risks;
- to disclose to AIARE staff or contractors any mental, physical or emotional conditions or limitations which might affect my ability to participate, and represent that I am fully capable of participating without causing harm to me or others;
- the information provided above is not complete, other unknown or unanticipated activities, risks, and outcomes may exist, and AIARE cannot assure my safety or eliminate any of these risks;
- this Release covers all activities and each and every time I am a participant on an AIARE course or doing any activity run or sponsored by AIARE, without requiring me to sign another form for each new day or activity;
- **I am voluntarily participating with knowledge of the risks. Therefore, I expressly assume and accept full responsibility for myself, for the inherent and all other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by me, resulting from those risks, and/or resulting from my own negligence or other misconduct.**

Release and Indemnity Agreement

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. Certain federal land agencies may restrict service providers from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit on some federal lands. Therefore, except to the extent a court determines these federal restrictions apply to AIARE as a matter of law, **I agree:**

- 1) **to release and agree not to sue AIARE**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with my enrollment or participation in AIARE activities, and/or use of any equipment, facilities or premises. **I understand I agree here to waive all claim/s I may have against AIARE, and agree that neither I, nor anyone acting on my behalf, will make a claim against AIARE as a result of any injury, damage, death or other loss suffered by me;**
- 2) **to defend and indemnify** ('indemnify' meaning protect by reimbursement or payment) AIARE, with respect to any and all claim/s:
 - a) brought by or on behalf of me or a family member for any injury, damage, death or other loss in any way connected with my enrollment or participation in AIARE activities, and/or use of any equipment, facilities or premises; and/or,
 - b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my conduct in the course of participating in AIARE activities and/or using any equipment, facilities or premises.

I further release and give up any and all claims and rights that I may now have against AIARE, including those which I am not aware, those not mentioned in this Document, and those resulting from anything which has happened up to now.

This Release and Indemnity Agreement includes claim/s resulting from AIARE's negligence (but not its willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

Other Provisions

I agree that Colorado substantive law (without regard to its 'conflict of laws' rules) governs this Document, any dispute I have with AIARE and all other aspects of my relationship with AIARE, and agree that any mediation, suit or other proceeding must be filed or entered into only in Eagle County, Colorado. I will attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator. I authorize AIARE staff, contractors, representatives or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment they consider necessary for my health. I agree that AIARE has no responsibility for medical care provided to me, and I agree to pay all costs associated with that care and transportation. I understand that AIARE reserves the right to dismiss me from a course if staff or contractors believe, in their discretion, I present a safety concern or medical risk, or otherwise conduct myself in a manner detrimental to the course. If I am dismissed or depart for any reason, I understand I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. I agree that this Document covers all activities with AIARE, without requiring me to sign another Document for each new day or activity. I agree that I will be personally liable for and will pay all reasonable attorneys' fees and costs incurred by AIARE in defending any lawsuits or claims covered by this Document or any activity of mine with AIARE. I agree that under no circumstances will AIARE ever be responsible for any of my attorneys' fees. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.**

I understand that I may be recorded on film, video, or other electronic recording media. I consent to such recording and to the use by AIARE of any recorded images or other media recordings of my name and likeness obtained while I am participating in the activities (“A-V Recordings”), without compensation to me, for any purpose related to furtherance of the objectives of AIARE, including, but not limited to, use in AIARE media properties such as its newsletters, social media, and websites.

I agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate. The participant must sign below.

Participant Signature

Date

Print name here

Parent / Legal Guardian Signature (if participant is a under age 18) Date

Print name here