

Guided Tour Waiver

Participant Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement Chugach Adventure Guides, L.L.C. d.b.a. Chugach Powder Guides

In consideration of the services of Chugach Adventure Guides, L.L.C. d.b.a. Chugach Powder Guides, the State of Alaska, Alyeska Resort Management Company, dba Alyeska Resort, Hotel Alyeska LLC, Alyeska Ski Resort, LLC, Alyeska Holdings AI, LLC, the United States Forest Service, Erickson Air-Crane Inc. and its wholly owned subsidiary Evergreen Helicopters, Inc., their agents, owners, officers, volunteers, sponsors, parent or subsidiary corporations, participants, employees, subcontractors, sales agents and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "C.P.G."), I hereby agree to release and discharge C.P.G. on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risks** I acknowledge that helicopter and snowcat skiing (the term "skiing" shall include "snowboarding" and "telemarking") 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 this type of activity 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 this activity. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in C.P.G. activities.** I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that skiers, snowboarders and telemark skiers with retention straps and/or boot and binding systems not designed or intended to release have an increased risk of not surviving an avalanche. I also understand and acknowledge that failing to use or properly use safety type equipment (IE - beacons/transceivers, harnesses, airbags, etc.) increases my risk of injury or of not surviving an accident or incident while helicopter or snowcat skiing.

The **inherent risks associated with helicopter and snowcat skiing** include, among other things: Helicopter and snowcat skiing is 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. C.P.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 helicopter and snowcat 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. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

I acknowledge that, in the remote locations used by C.P.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, frostbite, etc. 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, fractures, and/or wounds and trauma to the head or body. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, storms, extreme temperature variations, etc., can occur.

I acknowledge that my time participating in C.P.G. events/activities may require me to use **technical equipment** (IE - avalanche transceivers/beacons, airbags, harnesses, etc.) 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 C.P.G. 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. 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 and/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 C.P.G. of any specific food related allergies. I acknowledge the responsibility to carry **my own necessary medications** and my own responsibility to be able to administer these medications.

I acknowledge that I may choose to participate in activities that are provided by **other vendors or operators** over which C.P.G. has no control. Those activities are incidental to the activities provided by C.P.G. and may involve errors in judgment by the other vendors or operators for which C.P.G. can bear no liability. C.P.G. is **not a "Common Carrier"** but rather is in the business of providing heli ski type trips. Transportation to and from the activity is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by C.P.G. and may involve errors in judgment by C.P.G. staff operating the vans, buses, cars or other type transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death. Furthermore, **C.P.G. Guides** 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. The equipment being used might malfunction. Further, I may encounter: the negligence or mis-behaviors of other visitors or participants who may be present, participants giving or following inappropriate advice, mine or others' failure to follow the rules of C.P.G. and/or my own negligence or inexperience, some or all of which may diminish my or the other participants' ability to react or respond. I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise C.P.G. of anything which I consider to be unsafe or to refuse to participate. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are often made based on 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 I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. 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.

3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless C.P.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 C.P.G.'s equipment or facilities, including **any such Claims which allege any theory of negligence including negligent acts or omissions of C.P.G.** ('C.P.G.' being its employees and those defined in the opening paragraph of this document).

4. **Indemnity** Should C.P.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.

5. **Personal Skill & Insurance** I certify that I have sufficient skill and fitness to participate in the activities offered by C.P.G. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself. I understand and acknowledge that heli-skiing is, in some contexts, considered a 'high risk' activity and that my life insurance coverage may be affected; I understand it is my responsibility to give appropriate notice to my personal insurance companies regarding this activity.

6. **Medical Issues** I further agree that, in the event that C.P.G. deems it necessary to administer emergency first aid or CPR or to remove me from its activities or premises or from the field or to seek emergency medical care for me that, by signing this document, I am giving C.P.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 am waiving any right to object to or bring any type of action or claim against C.P.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 to any health related person who becomes involved in my care or removal from C.P.G. activities or the field.

7. **Photographic Assignment** I understand that the C.P.G. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its premises and I hereby agree that the C.P.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 the C.P.G. I agree and acknowledge that C.P.G. cannot control media or photographic images of me that may be generated or disseminated by other participants.

8. **Release as Contract and Personal Capacity** 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. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with C.P.G.

9. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc. In the event I file a lawsuit against C.P.G., I agree to do so solely in the Third Judicial District of the State of Alaska, and I further agree that the substantive law of Alaska 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 Alaska 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 C.P.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 C.P.G. on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.

I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant

First Name:	Max
Middle Initial:	M
Last Name:	Mustermann
Gender:	Male
Birth Date:	May 2, 1950
Email:	xxx@xxxxxxx.com
Phone:	+ 49 123 123 1234
Address:	Musterstrasse 10
Location:	Musterhausen, Germany 00000 DE

Electronic Signature Authorization

By applying my electronic signature to this agreement, I agree that my electronic signature is the legally binding equivalent of my handwritten signature on paper. I will not, at any future time, claim that my electronic signature is not legally binding or enforceable. By electronically signing and submitting this agreement, I 1) acknowledge that I have read and fully understand the terms of the agreement; 2) voluntarily agree to be bound by this agreement; and 3) certify that I am 18 years of age or older. My signature applies to all pages of this contract.

Participant Signature

A handwritten signature in blue ink that reads "Max M Mustermann". The signature is written in a cursive style with a large, stylized 'M'.

Participant: Max M Mustermann
Document ID: chugachpowderguides.7230001

Signed: May 4, 2016 13:42:50 UTC
IP Address: 47.68.150.18