

SAWTOOTH MOUNTAIN GUIDES, LLC

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT

1. Agreement.

By signing this document, the undersigned acknowledges and agrees that they are entering into an Acknowledgment and Assumption of Risks, Waiver of Claims and Release of Liability Agreement ("Agreement") with Sawtooth Mountain Guides, LLC ("SMG") and each and every land owner and governmental entity upon whose property activities are conducted (collectively, including SMG, hereafter referred to as "Released Group"), and Released Group's owners, principals, directors, officers, agents, guides, employees and volunteers, whereby the undersigned waives legal rights, including the right to sue.

This Agreement is hereby entered into and effective as of the ___ day of _____, 20___, and is valid for a year from the date signed.

2. Acknowledgment and Assumption of Risks.

2.1. Acknowledgment of Risks. The undersigned acknowledges and agrees that outdoor adventures, including but not limited to bicycling; camping; climbing/hiking/trekking; tyrolean traverse and other ropes course elements; fishing; hunting; skiing, snowboarding and other backcountry trekking and travel; sledding; swimming; the use of wilderness lodges, huts and other facilities; the presence of or use of animals, watercraft, firearms and other weapons; the use of any equipment; and, traveling to, during and from activities; involve certain inherent risks, dangers and hazards which can result in property damages, personal injuries, illness and/or death.

2.2. Assumption of Risks. The undersigned assumes all known and unknown risks, dangers and hazards which can result in property damages, personal injuries, illness or death, which include but are not limited to the following: 1) Falling; 2) Cold weather and heat related injuries and illnesses including frostnip; frostbite; heat exhaustion; heat stroke; altitude sickness; hypothermia; and, dehydration; 3) "Acts of nature" which may include avalanche; rock fall; inclement weather; thunder and lightning; severe and/or varied wind; temperatures; fire; flood; earthquake; and, all other weather conditions; 4) River crossings; fording of river(s); portaging; and, travel, including travel to, during and from activities; 5) Risk associated with crossing, climbing or down-climbing of rock, snow and/or ice; 6) Equipment maintenance, failure and/or operator error; 7) Discharge of weapons; 8) Risks typically associated with watercraft including change in water flow or current; submerged, semi-submerged or overhanging objects; capsizing; swamping or sinking of watercraft, and resultant injury, hypothermia, or drowning; 9) My sense of balance; my physical coordination; my physical abilities and/or limitations; and, my ability to follow instructions; 10) Attack by or encounter with insects, reptiles, and/or wild or domestic animals; 11) Accidents or illnesses occurring in remote places where there are no available medical facilities; 12) Fatigue, chill, and/or dizziness, which may diminish reaction time and increase the risk of an accident or injury; and, 13) The availability and proficiency levels of backcountry rescue and medical treatment. I acknowledge the description of these risks is not complete and that unknown or unanticipated risks may result in property damages, personal injuries, illness, or death. 14) Potential to contract or, be exposed to, airborne infectious diseases such as the Novel Corona Virus (COVID-19). The undersigned warrants that they are aware of their own limitations and are ultimately responsible for any movement or actions they take or do not take.

3. Release of Liability and Waiver of Claims. In consideration of participating in activities and use of the hut(s), I hereby agree to the fullest extent of the law to the following:

3.1. To release and agree to hold the Released Group harmless from any and all liability for any loss, property damages, personal injuries to myself and others, including death, illness, costs, claims or expenses that I, or my children, relatives or heirs may suffer, due to any cause whatsoever, including negligence and breach of contract of the Released Group.

3.2. To waive any and all claims that I have or may have in the future against Released Group as a result of my participation in any activity with the Released Group.

4. Termination of Activity or Participation in an Activity. The Released Group may terminate an activity, or refuse or terminate the participation of any participant or participants in any activity, in the Released Group's sole discretion. I acknowledge and agree that no guarantees have been made with respect to achieving objectives.

5. Compliance with Law, Rules and Regulations. Participant agrees to comply with all Federal, State and Local laws and all Rules and Regulations of any Administrative Agency or as promulgated by Released Group. Further, participant agrees to wear a U.S.C.G. approved flotation device for water activities.

6. Authorization for Rescue and for Medical Treatment; and, Responsibility of Costs. Participant hereby authorizes any and all rescue activities and medical treatment deemed necessary in the event of any circumstance or injury while participating in activities with SMG. Participant acknowledges responsibility and agrees to pay all costs of rescue and all costs medical services incurred.

7. Assignment of Media Rights You hereby assign all rights, title and interest you may have in any and all media which contains your name and/or likeness and consent to the use by SMG of any media/images of you in connection with the guiding and/or instructional services without restriction as to frequency, duration or medium.

8. Binding Effect of Agreement. In the event of my death or incapacity, this Agreement shall be effective and binding on my heirs, agents, relatives, executors, representatives and assigns.

9. Entire Agreement. In entering into this Agreement, I am not relying on any oral representations or written representations other than those made herein.

I have read the foregoing Acknowledgment and Assumption of Risks, Waiver of Claims and Release of Liability Agreement. I understand that by signing this document I waive my legal rights, including the right to sue the Release Group.

Every participant or user must sign below and execute this Agreement. A Parent or legal guardian must sign on behalf of any participant or user who is less than 18 years old, prior to participation in any and all activities and use of any equipment or animal.

Participant's Name (Printed): _____ Age: _____

Participant's Signature: _____

Parent or Legal Guardian Signature: _____

PERSONAL INFORMATION

Name _____ Age _____ Sex _____
Address _____ Phone _____
City _____ State _____ Zip _____
Email _____

TRIP INFORMATION

Date and activity: _____

In order to provide the best possible experience, please describe any related prior experience and/or your goals and expectations for this trip:

Dietary restrictions (multi-day trips only): _____

Equipment needed, if any (discuss with SMG): _____

HEALTH/MEDICAL INFORMATION

Medical and health information is stored securely on a password protected server and will only be viewed by the SMG Office Manager, Owners, Medical Director, and scheduled guide(s)

Physical condition: Excellent Good Fair Out of shape Height/Weight: _____ Shoe Size (for climbing trips): _____

Do you have or do you have a history of having:

- 1) Asthma Yes No
- 2) Anaphylaxis/Allergies Yes No If yes, what are you allergic to? _____
- 3) Diabetes Yes No
- 4) Heart Disease Yes No
- 5) Seizures Yes No

If the answer was yes to any of the above 5 conditions then please answer the following (additionally SMG may consult with our medical advisor):

- How long have you had the condition? _____
- How well is it under control? _____
- List any medication taken for the condition: _____ Will you have it with you? Yes No

Please let your guide know what the signs and symptoms are if you fail to take your medication as well as where it will be located.

Your trip may be physically demanding and involve significant amounts of time in rugged, remote terrain. Additionally, outside rescue options are limited in rural Idaho. Do you have any other medical or physical condition that might affect your ability to fully participate in the program for which you have registered without being a danger to yourself or others? Yes No?

If yes please describe: _____

Do you have any musculoskeletal injuries (such as a dislocated shoulder or torn ACL) and/or related surgeries (such as a joint replacement) that might affect your ability to participate in the scheduled activity? Yes No?

If yes please describe: _____

Do you have any problems with vision or hearing? Yes No?

If yes please describe: _____

Do you have any other medical or physical condition that might affect your ability to fully participate in the climb or course you have registered for without being a danger to yourself or others? Yes No?

If yes please describe: _____

EMERGENCY CONTACT

Name _____ Relationship _____

Phone _____ Address _____

PLEASE READ OUR PAYMENT AND CANCELLATION POLICY

I have read and understand the SMG Payment and Cancellation Policy (<http://sawtoothguides.com/payment-policy/>). Initial/Date: _____ / _____

If a cancellation is made more than 30 days before the activity, the full payment for courses or the 50% deposit for private programs will be credited towards another SMG program if used within a year. There will be no refunds for cancellations made less than 30 days before your programs. Unfortunately, due to the time-sensitive nature of our business, and the difficulty in re-booking a trip close to departure, we cannot make exceptions to this policy.

Sawtooth Mountain Guides reserves the right to cancel a trip due to lack of enrollment or other factors beyond our control. In such a case, a full refund is given; however, SMG is not responsible for any additional expenses incurred in preparing for the program (i.e., airline tickets, equipment purchase or rental, lodging and other travel related expenses). For this and other reasons we strongly recommend travel insurance, especially for multi-day trips

No refunds will be issued for trips affected by acts of nature such as but not limited to inclement weather, lack of snow, forest fire, and forest fire smoke. These occur naturally in mountain environments and are beyond our control. If we believe these factors will affect the safety of a program, SMG reserves the right to relocate or reschedule a trip. If no arrangements can be reached to relocate or reschedule a trip, the cost will be credited towards another SMG program if used within a year

Due to the factors listed above, we strongly recommend trip insurance from a reputable company such as Travel Guard or Travel Ex. Coverage is reasonably priced and can cover your expenses in the event you need to cancel your trip or your trip is affected by acts of nature.