

RELEASE OF LIABILITY AND ACKNOWLEDGMENT OF RISKS AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING!!!
THIS IS A LEGALLY BINDING DOCUMENT!!!**

I. I acknowledge that backcountry travel and any activity associated with traveling to the Castle Peak Yurt, these activities have many risks, hazards, and dangers, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Falls while skiing, hiking and or snow mobile transportation.
2. Improperly used equipment, equipment failures and improper, reckless or negligent actions of other backcountry travel.
3. Encounters with wildlife, animals, and insects.
4. Temperature extremes.
5. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in the event of injury.

II. I fully understand and acknowledge the risks, hazards, and dangers associated with ski touring and backcountry travel, we do not need to discuss such risks, hazards, or dangers with JANS MOUNTAIN OUTFITTERS or WHITE PINE TOURING. My understanding and acknowledgment is not based on any reliance on statements or representations, if any, made by JANS MOUNTAIN OUTFITTERS or WHITE PINE TOURING. I understand and acknowledge that these activities may require good physical conditioning, and a high degree of skill and knowledge concerning these activities. I represent to JANS MOUNTAIN OUTFITTERS and WHITE PINE TOURING that regardless of any medical conditions I may have, if any, I am able to participate in these activities. I also understand I have responsibilities including, but not limited to, acting in a safe, prudent, and cautious manner at all times and to know of and act in accordance with my own personal physical limitations. I also understand, however, that acting responsibly is NOT a guarantee of my safety in any way whatsoever and that the risks described above in "Paragraph I" may still exist regardless of whether I act responsibly or not. My participation in this activity is PURELY VOLUNTARY. No one is forcing me to participate in any of the activities offered by JANS MOUNTAIN OUTFITTERS and/or WHITE PINE TOURING and I elect to participate despite the risks. I AM VOLUNTARILY USING THE SERVICES OF JANS MOUNTAIN OUTFITTERS AND WHITE PINE TOURING WITH FULL KNOWLEDGE OF THE RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF ANY INJURY OR DEATH.

Please Initial _____.

III. Lastly, I, for myself, my heirs, successors, and executors, hereby KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, RELEASE, INDEMNIFY AND HOLD HARMLESS JANS MOUNTAIN OUTFITTERS AND WHITE PINE TOURING, and their directors, officers, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, lawsuits, and expenses (including reasonable attorney fees and costs) for ANY INJURY or property damage sustained by me which relates to, arises out of, or is in any way connected with my participation any of these activities, even if my injuries or property damage are caused by the NEGLIGENCE of JANS MOUNTAIN OUTFITTERS or WHITE PINE TOURING. I, for myself, my heirs, successors and executors further agree NOT TO SUE JANS MOUNTAIN OUTFITTERS or WHITE PINE TOURING or anyone or any entity affiliated in any way with either JANS MOUNTAIN OUTFITTERS or WHITE PINE TOURING for any injuries or property damage that I may sustain.

Please Initial _____

IV. To the extent any portion of this Agreement is deemed unenforceable, all other remaining portions of this Agreement will still remain in full force and effect.

Please Initial _____

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER, RELEASE, AND ACKNOWLEDGMENT OF RISKS AGREEMENT.

Date: _____, 20____.

Signature: _____

Print Name: _____

Mailing Address: _____

City, State, and Zip: _____

Phone Number: _____