

**PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK.
ADVENTURES TO THE EDGE, LTD. AN INTERNATIONAL MOUNTAIN GUIDE SERVICE
JEAN PAVILLARD MOUNTAIN GUIDE**

(2 pages)

IN CONSIDERATION OF THE SERVICES OF ADVENTURES TO THE EDGE AND JEAN PAVILLARD MOUNTAIN GUIDE, THEIR AGENTS, OWNERS, OFFICERS, VOLUNTEERS, PARTICIPANTS, EMPLOYEES, AND ALL OTHER PERSONS OR ENTITIES ACTING IN ANY CAPACITY ON THEIR BEHALF (HEREINAFTER COLLECTIVELY REFERRED TO AS "IMGS"), I HEREBY AGREE TO RELEASE, INDEMNIFY, AND DISCHARGE IMGS, ON BEHALF OF MYSELF, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE AS FOLLOWS.

1. I ACKNOWLEDGE THAT MY PARTICIPATION IN OUTDOOR ADVENTURE BASED ACTIVITIES SUCH AS ROCK AND ICE CLIMBING, EXPEDITION, SKI MOUNTAINEERING, CROSS COUNTRY SKIING, AND ALPINE SKIING ENTAILS KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO MYSELF, TO PROPERTY, OR TO THIRD PARTIES. I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY.

THE RISKS INCLUDE, AMONG OTHER THINGS: THE HAZARDS OF WALKING ON UNEVEN TERRAIN AND SLIPS AND FALLS; BEING STRUCK BY ROCK FALL, ICEFALL OR OTHER OBJECTS DISLodge OR THROWN FROM ABOVE; THE USE OF CLIMBING ROPES AND EQUIPMENT; THE FORCES OF NATURE, INCLUDING LIGHTNING, WEATHER CHANGES AND AVALANCHES; THE RISKS OF FALLING OFF THE ROCK, MOUNTAIN OR INTO A CREVASSE; THE RISKS OF EXPOSURE TO INSECT BITES; THE RISKS OF ALTITUDE AND COLD INCLUDING HYPOTHERMIA, FROSBITE, ACUTE MOUNTAIN SICKNESS, CEREBRAL AND PULMONARY EDEMA; MY OWN PHYSICAL CONDITION, AND THE PHYSICAL, EMOTIONAL EXERTION ASSOCIATED WITH THIS ACTIVITY.

FURTHERMORE, IMGS GUIDES/INSTRUCTORS/FACILITATORS HAVE DIFFICULT JOBS TO PERFORM. THEY SEEK SAFETY, BUT THEY ARE **NOT INFALLIBLE**. THEY MIGHT BE UNAWARE OF A PARTICIPANT'S FITNESS OR ABILITIES. THEY MIGHT MISJUDGE THE WEATHER, OR ENVIRONMENTAL CONDITIONS. THEY MAY GIVE INADEQUATE WARNINGS OR INSTRUCTIONS, AND THE EQUIPMENT BEING USED MIGHT MALFUNCTION.

2. I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THIS ACTIVITY IS PURELY **VOLUNTARY** AND I ELECT TO PARTICIPATE IN SPITE OF THE RISKS.

3. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS IMGS 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 IMGS'S EQUIPMENT OR FACILITIES, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE **NEGLIGENT ACTS** OR **OMISSIONS** OF IMGS.

4. SHOULD IMGS OR ANYONE ACTING ON THEIR BEHALF, BE REQUIRED TO INCUR ATTORNEYS' FEES AND COSTS TO ENFORCE THIS AGREEMENT, I AGREE TO INDEMNIFY AND HOLD THEM HARMLESS FOR ALL SUCH FEES AND COSTS.

5. I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE I MAY CAUSE OR SUFFER WHILE PARTICIPATION, OR ELSE I AGREE TO BEAR THE COSTS OF SUCH INJURY OR DAMAGE MYSELF. I FURTHER CERTIFY THAT I HAVE NO MEDICAL OR PHYSICAL CONDITIONS WHICH COULD INTERFERE WITH MY SAFETY IN THIS ACTIVITY, 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.

<p>I have read and understand this page. Please initial:</p>

6. IN THE EVENT THAT I FILE A LAWSUIT AGAINST IMGS, I AGREE TO DO SO SOLELY IN THE STATE OF COLORADO, AND I FURTHER AGREE THAT THE SUBSTANTIVE LAW OF THAT STATE SHALL APPLY IN THAT ACTION WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF THE STATE. I AGREE THAT IF ANY PORTION SHALL REMAIN IN FULL FORCE AND EFFECT.

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 IMGS 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.

Signature of Participant: _____
(please initial page #1)

Print Name: _____

Date: _____/_____/_____

Address: _____

Phone : _____

Parent's or Guardians Additional Indemnification (Must be completed for participants under 18)

In Consideration of _____(print minors' name) ("Minor") being permitted by IMGS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless IMGS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation

Parent or Guardian SIGNATURE: _____

Print Name: _____ . **Date:** _____/_____/_____



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