



## AGREEMENT TO ASSUME ALL RISKS

*Please read this contract carefully. It is a legally binding agreement.*

In consideration of being permitted to participate in an outdoor adventure facilitated by Mountain Shadow Adventures, LLC (“MSA”), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant’s behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in any outdoor adventure with MSA, which experience may entail various activities including outdoor rock climbing, ice climbing, alpine climbing, ski mountaineering, ski touring, backcountry skiing, instruction and rescue courses, snow shoeing, cramponing, roped travel, hiking, backpacking, cycling, camping, and related transport by MSA (hereinafter the “Activities”), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in all Activities involves certain inherent dangers and risks that cannot be eliminated or controlled by MSA, the presence of which are integral to the adventurous nature of the Activities. I understand and agree that the following list of inherent dangers and risks that could cause physical or emotional injury or death is not exhaustive – there are many other dangers or risks associated with all of the Activities not listed below: 1) **Specific risks associated with outdoor rock climbing, alpine climbing, mountaineering, ski mountaineering, cramponing, ice climbing, and instruction and rescue courses** including: exposure to falls (including from heights); falling; exposure to falling rock, ice, or other objects; avalanches; being struck by or striking objects; unstable or loose rock, ice, or other terrain; exposure to crevasses; and glacier travel; dangerous climbing conditions or surfaces; unsafe speed of travel for conditions or experience; and exposure to unmaintained, naturally existing and artificial climbing and rappelling anchors, including “fixed” anchors such as bolts, pitons, threads, “v-threads,” webbing, rope or chain that may fail; severed rope due to falling or sharp rock; and errors in guide or instructor judgment or lapse in guide or instructor skill. 2) **Specific risks associated with ski touring, backcountry skiing, roped travel, cramponing, use of sleds, and snow shoeing**, including: hazardous variations in skiing and skinning terrain; hazardous surfaces; dangerous skiing or snow conditions; snow immersion, including falling into a tree well, and suffocation; avalanche; whiteout conditions; collisions with trees, natural and man-made objects, exposed or hidden boulders, rocks, holes, stumps, trees, tree roots, and cliffs; hazardous encounters with snowmobiles; getting tangled or in dragged by rope; and failure or malfunction of equipment. 3) **Specific risks associated with hiking and backpacking**, including: unmaintained or rough trail; path and/or trail obstructions; slipping, tripping or falling; variations in terrain; exposure to steep terrain; unstable or loose rock or other terrain; trail and ledge side drop-offs. 4) **Specific risks associated with transport in a motor vehicle, snowmobile, and helicopter** including: crashing, injurious contact with a rotor, hearing loss, drowning, rolling a vehicle or snowmobile, being crushed by a snowmobile or vehicle, and lapse in pilot, driver, or guide judgment or skill. 5) **General risks associated with being on an outdoor adventure trip**, including: allergen exposure; exposure to poisonous plants; exposure to various dangerous wildlife or insects, including bee or wasp stings, tick bites, and snake bites; falling trees, rocks, or other objects; moving objects associated with extreme weather; changing weather, wind, hail, lightning, and other adverse weather conditions; poor or varying visibility; temperature fluctuations; high altitude; extreme or partial darkness; wildfire or uncontrolled camp fire and associated smoke; burns or burning associated with campfires, cook stoves, hot surfaces and sun exposure; discharge of weapons in or near the area of Activities; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens (including but not limited to contraction of COVID-19); cooking related dangers; exposure to food allergens; landslides; rock-fall; mudslides; all manner of outdoor injuries including head injury, spinal injury, injury to hands, fingers, feet, and toes, including but not limited to inflammation and/or strain of muscles ligaments and/or tendons, nerve damage or compression; broken bones, burns, internal injury, sickness or disease, hypothermia, frostbite, sunburn, heatstroke, dehydration, hyponatremia, and high altitude injury; fatigue chill, and/or dizziness that may diminish reaction time and increase the risk of accident; impairment of balance and/or physical coordination; mentally or physically unstable or criminal participants; negligence by other participants; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles or aircraft; failure or lack of communication equipment; equipment failure, malfunction, or failure to operate as intended; inadequate equipment; Participant’s failure to appropriately use protective gear or clothing; Participant’s

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failure to adequately place protective gear or equipment; Participant's failure to estimate and operate within Participant's experience; Participant's failure to understand and comply with instructions; other participants' negligence or equipment failure; and mental, physical, or emotional injury or distress from exposure to the inherent risks listed herein. I understand that MSA has done its best to list the known risks of participating in the Activities, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activities.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activities despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activities. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activities. I expressly acknowledge and assume all inherent risks, dangers, and consequences of the Activities, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

**3. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activities. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all instructions at all times while engaging in the Activities. Further, I represent that I have had the opportunity to both independently research and discuss with MSA the risks of participating in the Activities and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activities. I understand that if I provide my own equipment, I am responsible for its maintenance and use. I understand that I am responsible for truthfully disclosing and notifying MSA of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume alcohol during my trip, I will bear sole responsibility for myself and for any damages I may cause to MSA, its property or to other guests. I am not relying on any prior oral, written, or visual representations made by MSA, including in any website or promotional materials, to induce me to participate in the Activities.

**4. Medical Authorization:** I hereby: 1) authorize MSA to undertake any emergency medical care for me; 2) authorize the MSA and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital MSA shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold MSA harmless from any claims associated with such medical care and/or related transportation.

**5. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement, except for any provision contrary to law. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a legal parent or guardian of the minor Participant.

**6. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

**7. Agreement to Application of New Hampshire Law and Selection of Forum:** I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by New Hampshire law, and that the exclusive jurisdiction for any claim shall be in the Superior Court of the State of New Hampshire, County of Carroll,

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without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction’s conflicts of laws analysis.

**8. Miscellaneous Provisions:** I agree that MSA may utilize my photograph, or video of me participating in the Activities for any purpose, and that any such image is the property of MSA. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by MSA during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that MSA is not in a joint venture with any such vendor or subcontractor. I agree that this Agreement is valid and enforceable for a period of one year from the date of execution.

**I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.**

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Signature

Printed Full Name

Date

If signing on behalf of a minor, printed full name of minor

Participant: \_\_\_\_\_