

ACKNOWLEDGMENT OF RISK, WAIVER, RELEASE, AND INDEMNIFICATION

Please read this carefully before signing. Then, after you have reviewed it, please sign below.

WARNING: There are significant elements of risk in any activity, including trekking, hiking, mountaineering, rock climbing, ice climbing, walking on glaciated terrain, sustained exposure to high altitudes, exposure to wild animals, as well as the use of any equipment or motorized vehicle associated with such activities (the “activities”). We do not want to frighten you or reduce your enthusiasm, but we think it is important for you to be informed about the risks inherent in the activities.

In consideration for the opportunities being provided by American Lung Association and its officers, employees, agents, and all other associated persons or entities (herein collectively known as “ALA”), I understand and agree that:

Although ALA will take reasonable steps to allow for a fulfilling experience, I may not be skilled in one or more of the activities, and I know these activities are not without risk. I understand that some risks cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the enjoyment of the activities can cause loss or damage to equipment or property, accidental injury, illness, and, in extreme cases, permanent trauma or even death to myself or third parties. ALA believes it is important for me to know in advance what to expect and to be informed of these risks. The following describes some, but not all, of the inherent risks of the activities:

1. Slipping or falling;
 2. Crossing, climbing or climbing down rock, snow, and ice; and steep, loose, or uneven terrain;
 3. Travel and river crossings, including travel to or from the activities;
 4. Traveling in glaciated terrain, including crevasse falls, crossing crevasses, and snow bridges;
 5. Traveling in avalanche terrain, including avalanches, hazardous snow conditions, and poor snow stability;
 6. Being struck by rockfall, icefall, or other objects dislodged or dropped from above;
 7. Camping hazards including open flame stoves, tent fires, carbon monoxide poisoning, food, and water-related illnesses;
 8. Injury or illness caused by, among other things, untreated water, wild or poisonous animals or plants, disease-carrying insects, different standards of living conditions, different foods, or difficulty of maintaining hygiene on mountaineering programs;
 9. Altitude-related sicknesses and conditions including, but not limited to, acute mountain sickness, pulmonary edema, cerebral edema, and retinal hemorrhage;
 10. Inclement weather, including mountain storms, severe cold, electrical storms or lightning, limited visibility, snow, ice, hail, rain, sleet, and extreme winds;
 11. Extreme cold and cold weather-related injuries, including hypothermia, frostnip, and frostbite that may result in loss of limbs, digits, and permanent scarring;
 12. Extreme heat and heat-related illnesses, including heat exhaustion and heat stroke;
 13. Dehydration-related injuries or illnesses;
 14. Misuse or failure of equipment, leading to injury or loss of life;
 15. My own physical capabilities/limitations and the physical exertion associated with this activity, which may contribute to loss of balance, loss of physical coordination, and inability to follow
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instructions;

16. Fatigue, which may cause chills or dizziness during the activities, and diminish my reaction time, thus increasing the risk of accident or injury;
17. The actions or inactions of other participants in the group or third parties that may contribute to the risk;
18. An “act of God” or uncontrollable act of nature including, but not limited to, avalanche, icefall, rockfall, earthquakes, floods, and extreme weather;
19. Accidents or illnesses occurring in remote places without access to medical facilities, transportation, or other means of evacuation and assistance;
20. Risks of international travel such as the risk of kidnapping and other hazards related to unpredictable social, political, or military conditions in other countries.

I know these activities entail risk of injury or death. I understand this description of inherent risks is not complete and that other risks, anticipated and unanticipated, also can result in injury, illness, or death. I accept full responsibility for all the risks of these activities, whether or not listed in this agreement. My participation in these activities is purely voluntary. I choose to participate in spite of and with full knowledge of the risks.

I possess at least the following qualifications, which I understand are prerequisites to my participation in these activities:

- a. I am physically and mentally capable of participating in the activities, including using the related equipment.
- b. I am safety conscious and acknowledge that wearing a UIAA- or CE-certified helmet may be a basic safety precaution for preventing head injury.

I certify that I am fully capable of participating in the activities. I also certify that I accept the risk of any medical or physical condition that I may have.

I acknowledge that I intend to undertake an organized activity with ALA and/or its contractors, and that in order to do this, I will need to involve myself in the risks inherent in the activity, including, but not limited to, the risks described above. I acknowledge that the activities entail 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 are an intrinsic part of and simply cannot be eliminated from these activities.

I recognize that decisions made by guides and other supervisory personnel on mountaineering trips, including high altitude expeditions, are based on a variety of perceptions, evaluations, and decisions which, by their nature, require the exercise of judgment. I understand and agree to abide by the decisions of the guides and other supervisory personnel. However, I recognize that I must exercise my own ability and thought in keeping safe and secure on the trip, and that I am solely liable for my safety and that unless supervisory personnel direct otherwise, it is my decision to travel, return home or descend at any time. Throughout the trip, I am responsible for my own safety and for the safety of other members of the trip. I agree to adhere to all decisions made by the guides and other supervisory personnel at all times. I understand that these decisions are based on many factors, including the overall safety of the group.

In consideration of the right to participate in such activities, I accept full responsibility for myself, including any minor children for whom I am responsible, and hereby expressly assume all the associated risks in participating in this activity, including but not limited to the risks listed above, for myself and my family, including minor children, spouse, and dependent parents, for bodily injury, death and loss of personal

property and any expenses as a result of my negligence, the negligence of my family, negligence of another participant or the negligence of ALA or its employees or agents.

I further agree to release and covenant not to sue ALA for any claims, causes of action or damages, or remedies in equity of whatever kind, including those alleging the negligence on the part of ALA, arising out of participation in this trip. I also agree to indemnify and hold harmless ALA from all claims, damages, losses, injuries, and expenses arising out of or resulting from my or my family's participation in these activities. I accept full responsibility for the cost of treatment for any injury or damage suffered as a result of the activities. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.

I hereby authorize any medical treatment or rescue deemed to be necessary, and I give permission for transportation to any medical facility. I authorize any qualified medical personnel, or in the absence of any such qualified medical personnel, and guide or other person to render emergency medical care for myself or my family. I authorize the release of any medical information in possession of ALA to any medical facility, hospital, ambulance, first aid provider, doctor, nurse, or other such person rendering care on my behalf. I hereby waive any action against ALA or any health care provider, hospital, doctor, nurse, or first aid provider for the release of this medical information.

Should a court of competent jurisdiction declare any part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it were the original. The terms of this agreement shall remain in effect after the trip.

In entering into this agreement, I am not relying on any representations or statements made by ALA or any of its guides, employees, or agents with respect to the safety or risks of the activities other than what is set forth in this agreement. I have had sufficient opportunity to read this entire agreement and have read and understood it, and I agree to be bound by its terms. This acknowledgment of risk, waiver, release, and indemnification is binding on myself, my heirs, executors, personal representatives and administrators, and all members of my family, including any minors accompanying me in any of the activities.

Participant's Full Name [Please Print] _____

Participant's Signature _____ **Date** _____

PARENT OR GUARDIAN SIGNATURE REQUIRED BELOW FOR MINOR PARTICIPANTS

A parent or legal guardian must sign below for any Participant that is under 18 years of age. On behalf of any minor participant, the parent or legal guardian understands and accepts all the terms of this Acknowledgment of Risk, Waiver, Release, and Indemnification Agreement.

Parent/Guardian's Full Name [Please Print] _____

Parent/Guardian's Signature _____ **Date** _____
