

SUN VALLEY TREKKING LLC
GUEST ACKNOWLEDGEMENT & ASSUMPTION OF RISKS

In consideration of the services provided by Sun Valley Trekking (hereinafter referred to as SVT), its owners, officers, and employees, and all other persons or entities associated with SVT or its activities, I agree to and acknowledge as follows:

SVT has taken reasonable steps to provide me with appropriate equipment, facilities, and skilled staff for the backcountry trip for which I have registered. I acknowledge that the activities of this trip have risks, including certain risks that cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that SVT does not want to frighten me or reduce my enthusiasm, but considers it is important for me to know in advance what to expect and to be informed of the activities' inherent risks.

The following describes some, but not all, of the inherent risks pertaining to SVT activities and services:

- SVT backcountry trips may occur in remote places, many days from medical facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed.
- Equipment may fail or malfunction, including SVT's huts and facilities, despite reasonable maintenance and use.
- Travel by vehicle, snowshoe, snowmobile, skis, foot, bicycle, watercraft and other means, over rugged unpredictable on-trail and off-trail terrain, including boulder fields, downed timber, river crossings, river rapids, high mountain passes, snow and ice, steep slopes, un or under maintained roads, and slippery rocks have significant inherent risks. Attendant risks include collision, falling, and others usually associated with such travel, including environmental risks.
- Environmental risks and hazards include cold water submersion, insects, animals, falling and rolling rock, lightning, avalanches, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, high altitude sickness, sunburn, heatstroke, dehydration, physical and psychological trauma as well as other mild or serious conditions.
- Decisions made by the instructors/guides and participants in a wilderness setting are based on a variety of perception and evaluations, which by their nature are imprecise and subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a guests' capabilities, as well as environmental hazards, terrain, water and weather conditions, snow and stability evaluations, natural hazards, routes and medical conditions. I specifically acknowledge that decisions made by guides/staff and participants are often based on imprecise and subjective perceptions that are subject to errors in judgment and cannot and should not be associated with fault at a later point.
- Avalanches are an inherent risk with travel in snow covered mountainous terrain and may occur resulting in damage or loss of equipment, injury and/or death.
- Activities involving high speeds such as skiing and bicycling entail severe consequences due to falling or collision with objects and may result in serious injury and/or death.

I am aware that SVT activities include risks of my injury or death. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with knowledge of the inherent risks.

I acknowledge that the staff of SVT has been available to more fully explain to me the nature and the physical demands of this activity and the inherent risks, hazards, or dangers associated with this activity. I

expressly acknowledge that I am not under the influence of drugs or alcohol at the time of signing this document and that there are no reasons why I lack the capacity to enter into this contract with SVT.

I represent that I am fully capable of participating in the program without causing harm to others or myself. Therefore, I, and my parent(s) or guardian, if I am a minor, assume and accept full responsibility for me and for discomfort, injury (physical, mental, or emotional), death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified.

I give SVT permission to use any photos taken of me while on the trip for marketing or other purposes.

Should SVT or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to pay for all such fees and costs.

In consideration of my being allowed to participate in this course or trip, I and, if I am under 18 years of age, my parents or guardian, acknowledge and agree that I (we) have read and understand the Acknowledgement and Assumption of Risks and confirm its representations and agree to all its provisions as though they were fully set forth again, here. In addition, except with respect to an injury or loss that occurs on public lands whose rules and regulations prohibit doing so, I (we) acknowledge and assume all risks of the course or trip and any other activity of SVT, whether those risks are known or unknown, inherent or otherwise.

I have had sufficient opportunity to read this entire document and agree to be bound by its terms. I accept full responsibility for any risks, injury or death that may occur while participating in this program.

Participant Signature and Printed Name Date Date of Birth

Name and Date of Trip _____

The parent(s) or guardian must sign below if the Participant is under 18 years of age to reflect their understanding and agreement, for themselves and on behalf of the Participant, to the provisions of the Acknowledgement and Assumption of Risks stated above, including, though not exclusively, their agreements and release and indemnify SVT.

Parent or Guardian Signature Date

Sun Valley Trekking LLC

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