

# Participant Agreement, Release, and Acknowledgement of Risk

In consideration of the services, of Berg Adventures International 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 BAI), I hereby agree to release, indemnify, and discharge BAI, 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 challenge courses, rock climbing, mountaineering, high altitude climbing, back country skiing, hiking, camping trekking, and back-packing 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. Furthermore, BAI 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, the elements, or the terrain. 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. My participation 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 BAI from any and all claims, demands, or causes of action, which are in any way connected with my participation in their activity or my use of BAI equipment or facilities, including any such Claims which allege negligent acts or omissions of BAI.

4. Should BAI or anyone acting on their behalf, be required to incur attorney's 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 participating, or else I agree to bear the costs of such injury or damage myself including any costs that would include a medical helicopter evacuation or medical air transportation. 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 costs of, all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against BAI, I agree to do so solely in the Province of Alberta in the country of Canada and further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that Province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BAI from any and all claims, demands, or causes of action, which are in any way connected with the use of my image, voice and likeness which are in any way connected with my participation in this activity, in any electronic, electromagnetic, digital, photographic, print, or audio-visual format in regards to advertising, promotions, marketing, cybercasts and/or any other use which BAI deems fit and /or reasonable.

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 BAI 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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

## Parent's or Guardian's Additional Indemnification

Must be completed for participants under the age of 18

In consideration of \_\_\_\_\_ (print minor's name) (Minor) being permitted by BAI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BAI 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 by Minor.

Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_