



ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION: PLEASE READ AND UNDERSTAND THESE POLICIES BEFORE SUBMITTING YOUR APPLICATION TO ANDES MOUNTAIN GUIDES LTD.

In Consideration of the services provided by Andes Mountain Guides, LTD., its shareholders, directors, officers, employees, agents, volunteers, participants and all other persons or entities associated with or acting in any capacity on its behalf (collectively referred to as "AMG"), I hereby agree to release, indemnify and discharge AMG, on behalf of myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children, as follows:

1. I acknowledge that rock climbing, ice climbing, and mountaineering in all its forms entail known and unanticipated risks that could result in physical or emotional trauma, injury, paralysis, death or damage to myself, property and/or third parties. Although AMG has taken reasonable steps to provide me with appropriate equipment and skilled guides, 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 traveling in uneven mountainous terrain and slips and falls; being struck by rock fall, ice fall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risk of falling off the rock, mountain or into a crevasse; the risk of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition; and the physical exertion associated with this activity. Additional dangers may include the hazards of traveling in the Third World; accidents or illness in remote places without access to emergency medical facilities; war, terrorism and other forces. I understand that this description of these risks is not complete and that other unanticipated inherent risks may exist. Furthermore, I acknowledge that AMG has a difficult job to perform. It seeks safety but is not infallible. It might be unaware of my or another participant's fitness or abilities. It might misjudge the weather or other environmental conditions. It may give incomplete warnings or instructions and equipment being used might malfunction. I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibility as a participant. I acknowledge that AMG has been available to me to more fully explain the nature and physical demands of this activity and the risks, hazards, and dangers associated with this activity.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.

3. I acknowledge that AMG and its guides have complete authority and discretion as to the performance of activities and trips and may modify itineraries, trip plans or cancel a trip for any reason. I acknowledge that the success of the trip depends on cooperation of the participants with the trip guides and with each other. I therefore hereby voluntarily submit to the authority of AMG and its guides for the complete duration of the trip.

4. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless AMG from any and all claims, demands or causes of action which are in any way connected with my participation in this activity including, but not limited to my use of AMG's equipment or facilities; my representations of my mental, health, fitness, and skill; and any claims which allege negligent acts or omissions of AMG.

5. Should AMG or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to reimburse them for all such fees and costs.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the trip and I agree to bear all the costs of such injuries or damage myself should I not have adequate insurance.

7. I understand that AMG may contract with independent contractors to provide services on the trip or activity, including transportation, travel services and guide services. I understand that AMG has no control over and accepts no responsibility for the actions of any independent contractor involved in providing services on the trip/activity.

8. I give my permission for the free use of my name, e-mail address, mailing address, and/or picture for the use in broadcasts, telecasts, newspapers, mailings, etc. for the promotion and information purposes of AMG.

The laws of the state of Montana will govern this agreement and I consent to the jurisdiction and venue of the federal and state courts sitting in Helena, Montana. If there is a dispute between the parties relating to this document, the party substantially prevailing will be entitled to recover all costs and expenses of any subsequent proceedings (including trial, appellate, and arbitration proceedings), including attorney fees incurred therein.

By signing this document, I acknowledge that if anyone is hurt or property 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 AMG on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. If any part of this agreement is deemed unenforceable, all the parts shall be given full affect to the extent possible. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant

Date

Print Name

PARENT'S OR GAURDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In Consideration of _____ (print minor's name) (the "Minor"), being permitted by AMG to participate in its trip/activities and to use its equipment and facilities, as parent or guardian of Minor, I hereby give my permission for Minor to participate in the foregoing and further agree, individually and on behalf of Minor, to the terms of the above and to indemnify and hold harmless AMG from any and all claims which are brought by on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Participant

Date

Print Name