PARTICIPANT RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT
*****READ BEFORE SIGNING*****

Suntoucher Enterprises Inc., DBA Suntoucher Mountain Guides (RELEASE)

Participant Name_____._

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. Although Suntoucher has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to your equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

The hazards of walking on uneven terrain and slips and falls; being struck by rock fall, icefall, avalanche or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning and rapid weather changes; the risks of falling off the rock; ice, or snow; the risks of exposure to insect bites; the risk of cold including hypothermia; my own physical condition, and the physical exertion associated with this activity.

Furthermore, Suntoucher guides 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 KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest guide or instructor immediately.

4. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** Suntoucher Enterprises Inc., its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessers of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE,** to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X_____ _____ _____
Participant's Signature Age Date

_____
Address: City: State: Zip: .

Phone: E-mail: .

Emergency Contact: Phone:

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____ _____ _____
Parent/Guardian Signature Date Emergency Phone Number(s)