

TERMS AND CONDITIONS

(2 pages)

IN CONSIDERATION OF THE SERVICES OF ADAM GEORGE, CAROLINE GEORGE AND INTO THE MOUNTAINS GUIDE SERVICE, 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 "ITM"), I HEREBY AGREE TO RELEASE, INDEMNIFY, AND DISCHARGE ITM, 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 ROCK AND ICE CLIMBING, ALPINE CLIMBING, EXPEDITION, SKI MOUNTAINEERING AND ALPINE SKIING 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.

THE RISKS INCLUDE, AMONG OTHER THINGS: THE HAZARDS OF WALKING ON UNEVEN TERRAIN AND SLIPS AND FALLS; BEING STRUCK BY ROCK FALL, ICEFALL OR OTHER OBJECTS DISLodge OR THROWN FROM ABOVE; THE USE OF CLIMBING ROPES AND EQUIPMENT; THE FORCES OF NATURE, INCLUDING LIGHTNING, WEATHER CHANGES AND AVALANCHES; THE RISKS OF FALLING OFF THE ROCK, MOUNTAIN OR INTO A CREVASSE; THE RISKS OF EXPOSURE TO INSECT BITES; THE RISKS OF ALTITUDE AND COLD INCLUDING HYPOTHERMIA, FROSBITE, ACUTE MOUNTAIN SICKNESS, CEREBRAL AND PULMONARY EDEMA; MY OWN PHYSICAL CONDITION, AND THE PHYSICAL, EMOTIONAL EXERTION ASSOCIATED WITH THIS ACTIVITY.

FURTHERMORE, ITM 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, OR ENVIRONMENTAL CONDITIONS. THEY MAY GIVE INADEQUATE WARNINGS OR INSTRUCTIONS, AND THE EQUIPMENT BEING USED MIGHT MALFUNCTION.

I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THIS ACTIVITY IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE IN SPITE OF THE RISKS.

I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS ITM FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY OR MY USE OF ITM'S EQUIPMENT OR FACILITIES, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF ITM.

2. INSURANCE. I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY, DAMAGE OR RESCUE I MAY CAUSE, SUFFER OR BE INVOLVED IN WHILE PARTICIPATING, OR ELSE I AGREE TO BEAR THE COSTS OF SUCH INJURY, DAMAGE OR RESCUE MYSELF. 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 COST OF — ALL RISKS THAT MAY BE CREATED, DIRECTLY OR INDIRECTLY, BY ANY SUCH CONDITION. PLEASE CONTACT US IF YOU HAVE QUESTIONS ABOUT PURCHASING RESCUE OR TRIP INSURANCE.

3. BOOKINGS ARE CONFIRMED UPON THE RECEIPT OF A 40% DEPOSIT OF THE TRIP COST (PLEASE CONTACT US FOR PRICING AND AVAILABILITY). FULL PAYMENT IS DUE 60 DAYS PRIOR TO THE TRIP START DATE. IF BOOKINGS ARE MADE LESS THAN 60 DAYS PRIOR TO THE START OF A TRIP, FULL

PAYMENT IS DUE AT THE TIME OF THE BOOKING.

4. CANCELATIONS AND REFUNDS. IF CANCELATIONS ARE MADE 60 PRIOR TO THE STARTING DATE A FULL REFUND WILL BE GIVEN LESS A \$100 ADMIN FEE. IF CANCELATIONS ARE MADE BETWEEN 30-60 DAYS PRIOR TO THE START OF THE TRIP A 50% REFUND WILL BE GIVEN. NO REFUNDS WILL BE GIVEN FOR CANCELATIONS MADE LESS THAN 30 DAYS PRIOR TO THE TRIP START DATE. PLEASE UNDERSTAND THAT SKIING, ALPINE CLIMBING, ROCK AND ICE CLIMBING AND OTHER MOUNTAIN ACTIVITIES ARE HIGHLY DEPENDENT ON LOCAL WEATHER AND MOUNTAIN CONDITIONS. WE WILL MAKE EVERY EFFORT TO FIND SUITABLE ALTERNATIVES BUT NO REFUNDS WILL BE GIVEN DUE TO POOR WEATHER AND CONDITIONS.

5. ITM HAS THE RESERVES THE RIGHT TO EXCLUDE CUSTOMERS FROM PARTICIPATING IN AN ACTIVITY IF IT IS DEEMED THEY ARE NOT PREPARED FOR THE ACTIVITY BE IT PHYSICALLY OR MENTALLY, WHICH COULD POSE A SAFETY PROBLEM TO THE GUIDE, THE GROUP OR THEMSELVES. NO REFUNDS WILL BE GIVEN ON THESE GROUNDS.

BY SIGNING THIS DOCUMENT, ELECTRONICALLY OR OTHERWISE, I AGREE TO THE TERMS AND CONDITIONS AND WILL BE BOUND BY THEIR TERMS. 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 ITM ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ AND UNDERSTAND THIS ENTIRE DOCUMENT.

Signature of Participant: _____

Print Name: _____

Date: _____/_____/_____

Address: _____

Phone : _____

Parent's or Guardians Additional Indemnification (Must be completed for participants under 18)

In Consideration of _____(print minors' name) ("Minor") being permitted by ITM to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ITM 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

Parent or Guardian SIGNATURE: _____

Print Name: _____

Date: _____/_____/_____