

# The Ascending Path LLC Adventure Application

Please circle the activity that you will be participating in:

Glacier Hiking      Ice Climbing      Rock Climbing  
Backcountry Skiing      Crevasse Rescue Clinic      Hiking

Please note that any and all information provided herein is not asked for a means of discrimination nor will it be provided to any parties aside from employees of The Ascending Path LLC, Alyeska Resort Inc, and/or medical professionals. This application is intended to assist you in understanding the nature of the activity unto which you will be a participant as well as facilitating our understanding of your preparedness.

Name of Participant: \_\_\_\_\_ Date and Time of Activity: \_\_\_\_\_

Mailing/Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Occupation: \_\_\_\_\_ Hotel and Room # \_\_\_\_\_

## HEALTH and FITNESS

Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Sex: **M** **F** Shoe Size: \_\_\_\_\_

I can jog without distress:      less than ½ mile      1 mile      3 miles      5 miles      more

I can easily walk with a daypack:      less than 1 hr      2hrs      4 hrs      8 hrs      more

I regularly engage in the following sports/fitness activities:

\_\_\_\_\_  
Please list and sickness or injuries in the last 12 months:

\_\_\_\_\_  
Please list medications taken regularly or intermittently and reason.

\_\_\_\_\_  
Do you have any history of back or knee problems, heart or breathing conditions, altitude sickness, diabetes, or any other conditions relevant to your enjoyment of the activity?

\_\_\_\_\_  
Do you smoke?    Yes      No

Are there any other health-related facts you think we should be aware of, allergies etc?  
\_\_\_\_\_

Do you need any special accommodations: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

## Person to notify in case of an emergency:

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

Relationship: \_\_\_\_\_ Phone number: \_\_\_\_\_

All the above is true to the best of my knowledge.

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

*See other side*

Please give this Application and Waiver to your guide. Thank You!!

PLEASE READ, UNDERSTAND, AND SIGN THESE POLICIES BEFORE SUBMITTING YOUR APPLICATION TO THE ASCENDING PATH LLC.

**ACKNOWLEDGMENT OF RISKS & PARTICIPATION AGREEMENT**

In consideration of the services of The Ascending Path LLC, its officers, agents, employees and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as ("A.P.LLC"), I agree as follows: Although APLLC has taken reasonable steps to provide me with appropriate equipment, skilled guides and instructors so I can enjoy an activity for which I may not be skilled, The Ascending Path LLC has informed me this activity is not without risk. Certain risks are inherent and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness or in extreme cases, permanent trauma or death. The Ascending Path LLC does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. Some, but not all of these dangers are:, the hazards of accessing and traveling in mountainous terrain and on glaciers, such as crevasse, rock, ice or other falls, altitude sickness, hypothermia, equipment failure and avalanche. Additional dangers may include accident or illness in a remote setting without timely (hours and/or days) medical evacuation to medical facilities and the communications to provide such services as well as forces beyond the control of APLLC such as the forces of nature, man, war, terrorism, flood, famine, bear, moose, or other wild beasts and any other force of nature. I am aware that mountaineering, rock climbing, trekking, glacier travel, ice climbing, skiing and the transport to and from wilderness experiences, entail risks of injury or death to any participant. I understand that this description of these risks is not complete and that other unanticipated inherent risks, negligence, or instructional error may result in injury or death. I agree to assume and accept full 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 engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant and if I do not fulfill these requirements at any time for such reasons that would jeopardize the safety or increase the inherent risks of the agreed upon activity, APLLC has the right to cancel the trip or not allow my participation based on their knowledge and experience of the activity and its nature. Some, but not all the participant refusals and trip cancellations are, but not limited to: guide's and instructor's judgment, incomplete and uncompleted participation agreement, lack of proper attire and preparedness, health and medical conditions, physical ability, dangerous conditions, weather, travel in a 15-passenger van and others not herein named. I acknowledge that APLLC has been available to more fully explain to me the nature and physical demands of this activity and the risks, hazards, dangers and potential outcome associated with this activity. I certify that I am fully capable of participating in this activity and may be pushed to my fullest capacity. Therefore, I assume and accept full responsibility for myself and all minor children in my care, custody and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of anyone's negligence in participating in this activity.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **hereby release, indemnify, and hold harmless The Ascending Path LLC**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the events (releasees), from any and all claims, demands, losses and liabilities arising out of or relating to any **injury, disability or death** I may suffer, or the loss or damage to person or property, **whether arising from the negligence of the releasees or otherwise**, to the fullest extent permitted by law.

**Arbitration**

Any claim or controversy arising out of or relating to the agreement or the performance thereunder, including without limitation any claim relating to illness, injury or death, shall be settled by binding arbitration in Alaska in accordance with the rules of the American Arbitration Association then existing and the Laws of Alaska State, and the judgment on the arbitration award, including reasonable attorney fees, may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in the foregoing paragraph. I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives and estate and for all members of my family, including minor children.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**IF PARENT OR GUARDIAN OF A MINOR**

I, as a parent or guardian of the below named minor, have discussed the nature of the activity, hazards, risks, and potential outcome with my child or ward and hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf on my child or ward, to the terms of the above.

Name of Minor \_\_\_\_\_ Relationship to Minor \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Legal Guardian (Please circle one answer only): YES NO