

The Ascending Path LLC Adventure Voluntary Assumption of Risk Contract
Please circle one of the following activities that you will be participating in:

Glacier Hiking Ice Climbing Rock Climbing Snowshoeing Hiking
Backcountry Skiing Mountaineering Winter Camping

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, and/or medical professionals. This application/contract is intended to assist you in understanding the nature of the activity unto which you will be a participant so that you are well enough informed to assume the risks associated with these activities as well as facilitating our understanding of your preparedness.

Name of Participant: _____ Date & Time: _____

Mailing Address: _____

Email Address: _____ Occupation: _____

Alaska Contact or your cell #: _____

HEALTH and FITNESS

Age: _____ Height: _____ Weight: _____ Sex: M F Shoe Size: _____

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

I can easily hike with a backpack: *less than 1 hr* *2hrs* *4 hrs* *8 hrs* *more*

I am afraid of heights: Yes No **I smoke:** Yes No

Please list any and all sports/fitness activities you regularly engage in:

Please list any sickness, injuries or surgeries you have had in the last 12 months:

Please Circle any of the below drug maintenance categories that you are currently taking:

Anti-coagulants Anti-seizure Meds Heart Meds Epinephrine (do you carry it?) Respiratory Meds
Inhalers Insulin Other drug categories: _____

Please Explain: _____

Do you have any history of back or knee problems, heart or breathing conditions, seizures, anaphylaxis, asthma, diabetes, or any other conditions relevant to your enjoyment of the activity?

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

Do you need any special accommodations: _____

Person to notify in case of an Emergency: _____

Relationship: _____

Phone number: _____

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

Signature: _____

Date: _____

VOLUNTARY ASSUMPTION OF RISKS & PARTICIPATION CONTRACT

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 ("APLLC")), 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, APLLC 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. APLLC 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 and to assume the inherent risks. Some, but not all of these dangers are: riding as a passenger in a vehicle to and/or from the activity trailhead, the hazards of 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 vehicle accidents due to driver, passengers, nature, malfunction, another vehicle accident and/or collision to my transport vehicle, 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/hiking, glacier travel, ice climbing, skiing, winter camping and 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 acknowledge and assume the responsibility for the inherent risks associated with this activity, including the risk of my own negligence and/or malfeasance. I acknowledge that 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 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 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, 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 risks and dangers associated with these activities, including the risk of my own negligence and/or malfeasance.

I expressly agree and promise to accept and assume **all** the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. By signing this Voluntary Assumption of Risks and Participation Contract, I acknowledge that **I AM ULTIMATELY RESPONSIBLE** for my own safety during participation with or travel with APLLC. 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, , to the fullest extent permitted by law.

Arbitration

Any claim or controversy arising out of or relating to the agreement or the performance there under, 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 Voluntary Assumption of Risks and Participation Contract language contained in the foregoing paragraphs. 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.

I also acknowledge that there is a chance the environment I will be in can affect the efficacy of any prescription drugs I am taking. I should consult my doctor prior to participation in this activity to determine whether this activity is suitable for my condition.

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.

Legal Guardian (Please circle): **YES** **NO** **Relationship to Minor** _____ **Date** _____

Name of Minor _____ **Signature** _____

Please give this Application and Waiver to your guide. Thank you, enjoy your trip!