



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

Please read carefully and be certain you understand the implications of signing.

In consideration of the services of In The Company of Guides, 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 “ITCOG”), I hereby agree to release, indemnify, and discharge ITCOG, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows: 1. I acknowledge that hiking, backpacking, camping, rock climbing, mountaineering, biking, skiing, and fishing, entail known and unanticipated risks that 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 dislodged or thrown from above; falling into crevasses; the use of climbing ropes and equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; the forces of nature, including lightning, weather changes and avalanche; hidden obstacles by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; my own negligence or the negligence of ITCOG or other participants or persons who may be present; flash flood; the risks of falling off the rock or mountain; being lost or separated from their guides or companions by traveling in forested areas, rugged terrain, or bad weather; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, hyperthermia (heat related illnesses), heat exhaustion, heat stroke, sunburn, cerebral and pulmonary edema; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; being impaled by a fishhook; the condition of roads, terrain, or highways and accidents connected with their use; communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available; travel in remote areas with poor or no access to emergency and/or medical services; my own physical condition, and the physical exertion associated with this activity.

Furthermore, ITCOG employees have difficult jobs to perform. 1. 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 other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ITCOG 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 ITCOG’s equipment ITCOG facilities, including any such claims which allege negligent acts or omissions of ITCOG. 4. Should ITCOG or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. 6. In the event that I file a lawsuit against ITCOG, I agree to do so solely in the state of Utah, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, 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 ITCOG on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Name		
Address		
City.	State	Zip
Signature		Date