

VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of "Sierra Wilderness Seminars, Inc." and Diamond Lake Improvement Co Inc. DBA Diamond Lake Resort DBA Cat Ski Mt. Bailey, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as ("SWS")) I agree as follows:

Although "SWS" has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, "SWS" has informed me this activity is not without risk. Certain risks are inherent in each activity 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. "SWS" 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. The following describes some, but not all, of those risks.

Nothing in this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement shall be interpreted as the participant and parent releasing Sierra Wilderness Seminars, Inc. from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by Sierra Wilderness Seminars, Inc. negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to Sierra Wilderness Seminars, Inc. judgments and decisions, or Sierra Wilderness Seminars, Inc. failure to take reasonable precautions to ensure it provides participant with safe and defect-free equipment.

The risks include, among other things: slips and falls; the hazards of walking on uneven terrain; being struck by rockfall, icfall or other objects dislodged or thrown from above; the use of climbing ropes and equipment which could result in rope burns; pinches, scrapes, twists and jolts, scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life-threatening hazards; the risk of falling off the rock, mountain or into a crevasse; major injuries are a risk as are musculoskeletal injuries including head, neck, and back injuries; exposure to the elements of the outdoors which could cause hypothermia, hyperthermia (heat-related illnesses), heat exhaustion, acute mountain sickness, cerebral and pulmonary edema, hypoxia, sunburn, or dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; being lost or separated from their guides or leaders; equipment failure; the negligence of participants, members, or other persons who may be present; accidents or illness can occur in remote places without medical facilities; consumption of food or drink; transmissible pathogen or disease; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

I am aware that guided hiking, camping, backpacking, rock climbing, and mountaineering activities entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks 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 full 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. I acknowledge that the staff of "SWS" has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including 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 my negligence in participating in this activity.

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 representative and estate and for all members of my family, including minor children.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

Signature of Parent of Guardian, if participant is under 18 years of age

Signature

Date