

---

## NORTH CASCADES MOUNTAIN GUIDES

---

**PLEASE READ THIS RELEASE BEFORE YOUR COURSE OR TRIP.  
YOU WILL BE ASKED TO SIGN THIS RELEASE BY YOUR GUIDE.**

### **Agreement for Participants, Release and Discharge, Acceptance Of Responsibility and Acknowledgement Of Risk**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING. IF YOU HAVE ANY QUESTIONS REGARDING RISKS INHERENT IN THIS PROGRAM, OR IF YOU DO NOT THOROUGHLY UNDERSTAND THE FOLLOWING MATERIAL, OR IF YOU DO NOT FEEL YOU HAVE HAD TIME TO READ IT, PLEASE STATE THIS TO YOUR GUIDE.**

Climbing, skiing and alpine mountaineering are dangerous activities which inevitably expose participants to risk of injury or death that is greater than what most people normally experience in their day-to-day lives. As such, and in an effort to inform you as to the risks and assumptions of responsibility inherent in your participation in any NCMG program, you may not participate without first reading, initialing and signing this form. If you have any questions regarding the specific risks involved, or other material covered herein, please inform your guide.

I, the above-named person being above age 18, or the legal guardian of the above-named person who is under 18, in consideration of the services of NORTH CASCADES MOUNTAIN GUIDES, the rate charged for those services, and the right to engage in this event as a participant and/or volunteer, hereby acknowledge, agree, promise, and covenant with North Cascades Mountain Guides Service, Winthrop Mountain Sports, and all other persons or entities, and release and discharge the same and all other persons or entities, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

#### **ACKNOWLEDGEMENT OF RISK**

I understand and acknowledge that the activity I am about to engage in as a participant and/or volunteer bears certain known risk and unanticipated risks which **could result in injury, death, illness or disease, physical or mental damage** to myself, to my property, or to spectators or other third parties. I understand and acknowledge those risks may result in personal claims against North Cascades Mountain Guides Service or claims against me by spectators or other third parties. Among these risks are the following –

(1) the nature of the activity itself [particular risks of activity]; (2) the acts or omissions, negligent in any degree, of North Cascades Mountain Guides Service, its agents or employees, and other persons or entities; (3) latent or apparent defects in equipment or property supplied by North Cascades Mountain Guides Service, or other persons or entities; (4) use of operation, by myself or others, of equipment supplied by North Cascades Mountain Guides Service, or other persons or entities; (5) acts of other participants in this activity, employees and agents of North Cascades Mountain Guides Service, or other persons; (6) weather conditions, including severe storms and lightning, rain and sub freezing temperatures (7) contact with plants, animals or other organisms; (8) my own physical condition, or my own acts or omissions; (9) condition of roads, trails, waterways or terrain, and accidents connected with their use; (10) first aid, emergency treatment or other services rendered; (11) altitude related illnesses or atmospheric phenomenon; (12) consumption of food or drink (13) injuries related to hazards that may include movement or fall of snow(avalanche), rock, ice or water, none of which can be controlled or accurately predicted.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury, death, illness or disease, or damage to myself, to my property, or to spectators or other third parties. I expressly accept those risks not specifically listed above as well.

#### **ACCEPTANCE OF RISK AND RESPONSIBILITY**

Being aware that this activity entails risks or injury to myself and a risk or injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, or to my property arising from my participation in this activity. I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to spectators or other parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary: no one is forcing me to participate, and I elect to participate in spite of the risks.

## **RELEASE**

I hereby voluntarily release and forever discharge North Cascades Mountain Guides, its agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, **including specifically but not limited to the negligent acts or omissions of North Cascades Mountain Guides, its agents or employees, and all other persons or entities**, for any and all injury, death, illness or disease, and damage to myself or my property. I further agree, promise and covenant to hold harmless and indemnify North Cascades Mountain Guides, its agents or employees, and all other persons or entities **from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to spectators, or other third parties in the course of my participation in this event or activity.**

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against North Cascades Mountain Guides, its agents or employees, and all other persons or entities for any injury, death, illness or disease, or damage to **myself or to my property**, arising from or connected with my participation in this activity or from any claim asserted against me by spectators or other third parties. In SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST NORTH CASCADES MOUNTAIN GUIDES, OR ITS OFFICERS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

## **ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT**

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against North Cascades Mountain Guides, its agents or employees, and other persons or entities, including specifically, but not limited to, rights arising from or claims for the acts or omissions, negligent in any degree, of North Cascades Mountain Guides, its agents or employees, and all other persons or entities.

I understand and acknowledge that by initialing and/or signing this document, I have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in this event.

## **PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITION**

I understand and acknowledge that no major medical insurance benefits will be provided to me during this event. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

Are there any physical or mental conditions for which you have received medical treatment or for which you are currently receiving medical treatment. If so, please describe those conditions on the back page of this document.

## **ENTIRE AGREEMENT**

I understand that this is the entire agreement between myself and North Cascades Mountain Guides, its agents or employees, and that it cannot be modified or changed in any way by representations or statements of any employee or agent of North Cascades Mountain Guides

**PLEASE READ THIS RELEASE BEFORE YOU ARRIVE.  
YOU WILL BE ASKED TO SIGN THIS RELEASE IN THE PRESENCE OF  
YOUR GUIDE AT THE START OF YOUR TRIP.**