

## **Assumption of Risk and Release of Liability Document**

**(Please read carefully. This is a legal document affecting your legal rights.)**

In consideration of the risk of injury while participating in this tour or expedition, and as consideration for the right to participate in the trip applied for, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the activity, and do hereby release and forever discharge Sierra Vista Expeditions located in Flagstaff, Arizona, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity including traveling to and from an event related to this tour or expedition.

**I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely at my own risk. I am aware of the risks associated with traveling to/from the foreign countries and remote areas visited by this trip.** This trip involves numerous risks including but not limited to: the forces of nature; civil unrest; terrorism; roads, trails, hotels, vehicles, or other means of conveyance which are not operated or maintained at standards common in the United States; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; The hazards of walking on uneven terrain and slips and falls; being struck by rock fall, ice fall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the rock, mountain or into a crevasse; the risks of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity, including travel to, from and during this activity.**

I agree to indemnify and hold harmless Sierra Vista Expeditions against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Sierra Vista Expeditions incurs any of these types of expenses, I agree to reimburse Sierra Vista Expeditions.

**I acknowledge that I have carefully read this "Assumption of Risk" and fully understand that it is a release of liability.** I expressly agree to release and discharge Sierra Vista Expeditions and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Sierra Vista Expeditions for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Sierra Vista Expeditions, its agents and employees.

**In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand and have been notified to carry my own health insurance and travel insurance.**

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

**KNOWING AND VOLUNTARY EXECUTION**

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "Terms and Conditions," especially noting those regarding cancellation and refund policies, insurance, and participant's responsibility borne by trip participants. I understand that this is a legally binding and enforceable contract and sign it of my own free will. 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.

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**Signature of Applicant**

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**Date**

**PARENT OR GUARDIAN OF A MINOR** I certify that I am the parent or legal guardian of the below named minor and hereby give my permission for this minor to participate in the trip or expedition. I agree individually and on behalf of my child to the terms above.

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**Name of Minor**

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**Signature of Releasor**

