

## EXUM MOUNTAIN GUIDES RELEASE AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the individual whose initials and signature appear below (hereinafter the "Requesting Party") agrees and acknowledges as follows:

### THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY.

- Request.** The Requesting Party desires to utilize the services of Exum Mountain Guide Service and School of Mountaineering, Inc. ("Exum") and requests that Exum provide those services to me. In making this request, the Requesting Party states and promises that Exum may rely on the statements and promises made by the Requesting Party in this Release Agreement.
- Majority.** The Requesting Party states and acknowledges that he/she is at least eighteen (18) years of age and is fully capable and competent to understand, comprehend, and appreciate the terms and significance of this Release Agreement.
- Acknowledgment and Assumption of Risks.** The Requesting Party acknowledges that the activities in which Exum Mountain Guide Service and School of Mountaineering, Inc. are engaged (including, but not limited to, hiking, climbing, camping, and mountaineering) are sport or recreational opportunities and activities and they involve substantial risks of injury that are inherent or intrinsic to those activities. Those inherent risks include, but are not limited to, the following: rockfall; icefall; avalanches; electrical storms; lightning; mountain storms; wind; snow; ice; rain; hail; sleet; falling; slipping; objects that may fall from above; unstable or loose rocks, snow, and ice; uneven terrain; cold and hot temperatures; dehydration; high altitude sickness; elevation; exertion; illness; unavailability of immediate medical attention in the event of injury or ill health; water crossings on foot or by boat; equipment failure, including failure of ropes, slings, harnesses, helmets, climbing hardware and equipment, anchors, pitons, and carabiners; restrictions, inabilities, or inadequacies of the Requesting Party or any other participant in the activities resulting from that person's age or medical or mental condition (whether such condition is known or unknown); errors or carelessness on the part of others engaged in the activities (including other members of the climbing or mountaineering group); errors and carelessness on the part of Exum's guides, employees, or personnel; errors and carelessness on the part of the Requesting Party; and errors or carelessness on the part of third parties. The Requesting Party states and acknowledges that he/she is not only aware of those risks---and undertakes and assumes those risks---but is also aware that the risks can result in serious injury, including but not limited to death and permanent disability.
- Voluntariness of Request.** In making this request of Exum, the Requesting Party states that he/she is participating on a purely voluntary basis, that no one has forced or induced the Requesting Party to participate, and that the Requesting Party is choosing to participate in spite of and with full knowledge of the risks of doing so.
- Cooperation.** The Requesting Party acknowledges that he/she has responsibilities as a participant in the activities and agrees to fully cooperate with and follow the instructions of the guides, officers, directors, employees, or representatives of Exum while engaging in the activities. The Requesting Party states that he/she is fully capable of participating in the activities and in following the instructions of the guides, officers, directors, employees, or representatives of Exum.
- Insurance.** The Requesting Party states and acknowledges that---if he/she wants financial protection against the risks of injury associated with the activities---the Requesting Party must obtain his/her own life, liability, accident, or health insurance at his or her own sole cost and expense to protect the Requesting Party or the Requesting Party's family members. The Requesting Party specifically acknowledges that he/she is not requesting and does not anticipate that Exum provide such insurance coverage. The Requesting Party specifically acknowledges that he/she is responsible to obtain his/her own life, liability, accident, or health insurance at his or her own sole cost and expense if such insurance coverage is desired. The Requesting Party acknowledges that he/she is aware that Exum does not provide---and is not providing---such insurance coverage.

Initialed: \_\_\_\_\_ Dated: \_\_\_\_\_

7. **Release.** The Requesting Party hereby fully releases and discharges Exum Mountain Guide Service and School of Mountaineering, Inc. and Jackson Hole Mountain Resort, Inc., their respective officers, directors, employees, guides, and representatives, and their respective parent, subsidiary, and affiliated companies and entities (heretofore and hereinafter "Exum") from any and all claims, causes of action, demands, and complaints of whatsoever nature or kind which the Requesting Party---or any family members, heirs, representatives, executors, administrators, or assigns of the Requesting Party---may now have or may have in the future against Exum Mountain Guide Service and School of Mountaineering, Inc. and Jackson Hole Mountain Resort, Inc., their respective officers, directors, employees, guides, or representatives, and their respective parent, subsidiary, and affiliated companies and entities on account of any personal injury, damage, loss of consortium, property damage, accident, or death arising out of or in any way relating (a) to the Requesting Party's participation in the requested activities and services, or (b) to any services, acts, errors, and omissions of whatsoever nature or degree of Exum Mountain Guide Service and School of Mountaineering, Inc. or Jackson Hole Mountain Resort, Inc., any of their officers, directors, employees, guides, or representatives, or any of their parent, subsidiary, or affiliated companies and entities. This release includes, but is not limited to, all charges, costs, and expenses that may be incurred as a consequence of any rescue operations, evacuation activity (including, but not limited to, helicopter services), and provision of medical care, and the Requesting Party specifically acknowledges that he or she shall be responsible for the payment of all such charges, costs, and expenses. This Release is intended by the Requesting Party to be full, complete, and without exception of any kind whatsoever. By signing this Release, the Requesting Party intends to, and does, waive and relinquish---completely, forever, and for any and all reasons---the right of the Requesting Party (or any family members, heirs, representatives, executors, administrators, or assigns of the Requesting Party) to bring any lawsuit on account of any personal injury, damage, loss of consortium, property damage, accident, or death arising out of or in any way relating (a) to the Requesting Party's participation in the requested activities and services, or (b) to any services, acts, errors, and omissions of whatsoever nature or degree of Exum Mountain Guide Service and School of Mountaineering, Inc. or Jackson Hole Mountain Resort, Inc., any of their officers, directors, employees, guides, or representatives, or any of their parent, subsidiary, or affiliated companies and entities.

8. **Indemnification.** The Requesting Party promises and agrees to indemnify and hold harmless Exum Mountain Guide Service and School of Mountaineering, Inc. and Jackson Hole Mountain Resort, Inc., their officers, directors, employees, guides, and representatives, and any of their parent, subsidiary, or affiliated companies and entities from any and all claims, causes of action, demands, complaints, losses, costs, attorneys fees, and expense arising out of or in any way relating to the Requesting Party's participation in the requested activities and services, including but not limited to any and all claims, causes of action, demands, or complaints asserted or instituted by or on behalf of the Requesting Party or any family members, heirs, representatives, executors, administrators, or assigns of the Requesting Party.

9. **Breach.** If the Requesting Party breaches any of the statements, promises, or agreements contained herein, the Requesting Party shall be responsible for the payment of all costs and attorney fees incurred by Exum or Jackson Hole Mountain Resort, Inc., in responding to any such breach or in enforcing any of the statements, promises, or agreements of the Requesting Party contained herein.

10. **Wyoming.** This Release Agreement shall be governed by Wyoming law and the State of Wyoming shall be the sole and exclusive jurisdiction and venue for any legal proceeding relating to the subject matter of this Release Agreement and relating to any services provided by---or any acts or omissions of---Exum Mountain Guide Service and School of Mountaineering, Inc., or Jackson Hole Mountain Resort, Inc.

11. **Severability.** If any part of this Release Agreement is found to be void or unenforceable, such finding shall not affect the force and binding nature of any other portion of the Release Agreement.

12. **Entire Agreement.** This Release Agreement is entire and complete and is valid and binding upon the Requesting Party as well as all family members, heirs, representatives, executors, administrators, and assigns of the Requesting Party. The terms of this Release Agreement are contractual and not a mere recital and contain the entire agreement between the parties hereto.

Signature of Requesting Party: \_\_\_\_\_ Date: \_\_\_\_\_

Name, Address, and Telephone Number of Requesting Party (Please print clearly): \_\_\_\_\_

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