

MOUNTAIN SHEPHERD

Visitors Acknowledgement of Risks

In consideration of the services of Signal West, Inc. dba Mountain Shepherd, their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "MS"), I agree as follows:

Although MS has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to your equipment, accidental injury or illness or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you 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:

Slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; and improper lifting or carrying.

I am aware that this activity entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those 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 the risks.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I have read, 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, estate and for all members of my family, including any and minors accompanying me. I acknowledge I am not relying on any oral, written, or visual representations or statements made by MS, including those made in its brochures or other promotional material, to induce me to participate in this activity.

Signature of Participant _____

Print name _____

If under 18, signature of parent or guardian _____

Print name _____

Address _____

Phone _____

Date _____