



Acknowledgement of Risk

Warning: There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness (referred herein as “activity”) and the use of related equipment.

In consideration of the services of Pacific Catalyst II, Inc. their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as the “outfitter/guide”), I agree as follows:

Although the outfitter/guide has taken reasonable steps to provide me with appropriate equipment and/or skilled guides so I can enjoy an activity for which I may not be skilled, the outfitter/guide 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. The outfitter/guide 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:

- 1) Falling;
- 2) Cold weather and heat related injuries and illnesses including hypothermia, frost-bite, heat exhaustion, heat stroke, sun burn, and dehydration;
- 3) An “act of nature” which may include avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions;
- 4) River crossings, fording, portaging, loading on to or unloading from a variety of vehicles, craft, vessels, or animals, and/or travel to or from the activity which may involve flying in small aircraft and landing in unimproved areas;
- 5) Risk associated with crossing, climbing or down climbing of rock, snow and/or ice - including risk of head injury which may be reduced by my choosing to bring and wear a UIAA approved helmet;
- 6) Equipment failure and/or operator error;
- 7) Risks typically associated with water craft including water flow, current, tidal action, or the wake of other craft; submerged, semi-submerged and overhanging objects; on board fires, falling overboard, collision with other water craft, capsizing, swamping, running aground or sinking of water craft and resultant injury, hypothermia, or drowning - drowning risks may be reduced by wearing a fastened U.S.C.G. approved personal flotation device;
- 8) Attack by or encounter with bears, insects, or other animals;
- 9) Accidents or illnesses occurring in remote places where there are no available medical facilities;
- 10) Fatigue, chill and/or dizziness, which may diminish my reaction time and increase the risk of accident;
- 11) Discharge of weapons;
- 12) Food poisoning, allergic reactions, paralytic shellfish poisonings;
- 13) Exposure to contagion such as viruses or bacteria, communicable diseases.

Furthermore, Pacific Catalyst II, Inc. crew and guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant’s fitness abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and the equipment being used might malfunction.

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 the outfitter/guide 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, 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/our negligence in participating in this activity.

I understand that photos taken by the crew and guests can be used by Pacific Catalyst II, Inc. for promotion and advertising.

Prohibited Items

Weapons, illegal drugs and other items that could interfere with the safe operation of the ship or the safe and secure environment of our guests and crew are prohibited. **Note:** Marijuana is illegal under US Federal law and in Mexico and therefore is illegal on our boat.

Drones

Drones may be used on our Photo Tours only. Drones may be deployed in areas where their usage is permitted, in accordance with Federal law and at the discretion of the ship's crew. Drones may not interfere with the safe operation of the ship or any of the activities.

Smoking

Participants may not smoke below decks or within any enclosed area of the vessel. Smoking is allowed on the leeward rail only and must not impact the other guests or crew.

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 me, my heirs, assigns, personal representative, and estate, and for all members of my family including any minor children.

Date

Printed name of Participant

Participant Signature
Parent/Guardian if under 18