PARTICIPANT AGREEMENT: ACKNOWLDGEMENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Warning: There are significant elements of risk in any adventure activity associated with the outdoors or wilderness. Please read this two page document carefully. It contains important information and must be signed prior to participation.

In consideration of the services of Exposure Alaska LTD (doing business as MICA Guides (“MICA”)) and/or Glacier View Adventures, Inc. ("GVA") (which are separate and independent companies), their employees, affiliates, officers, directors, successors, agents, and assigns, and all other persons or entities associated with it, I agree and acknowledge as follows:

The activities of the Exposure and/or GVA trip which I am to participate in entail known and unknown risks, inherent and otherwise, that could result in property damage, physical or emotional injury, or death. It is important to know in advance what to expect and to be informed of the potential dangers. Certain risks are inherent and cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can cause loss or damage to equipment, injury, illness, or death.

The following describe some, but not all, of the risks of the activities which I may participate in. The risks often will depend upon the activity that I voluntarily choose to participate in (e.g. zipline, glacier trekking, ice climbing, jetboat tours), but some of the risks include: falling off fabricated structures, surfaces, cables or ropes; hanging from a cable; being impacted by other participants; cold weather and heat related injuries and illnesses including frostnip, frostbite, heat exhaustion, heat stroke, hypothermia and dehydration; an "act of nature" which may include avalanche, rock fall, ice fall, glacier movement, inclement weather, thunder and lightening, severe and/or varied wind, temperature or weather conditions; river crossings, fjordings, portaging, or travel, including travel to and from the activity by boat; river hazards; collision with other watercraft or objects; collision, capsizing, sinking or other hazard which results in wetness, injury, or exposure; swamping or flipping of a boat; risks associated with embarking or disembarking from the boat; risks associated with crossing, climbing or down climbing of rock, snow and/or ice; equipment failure and/or operator error; discharge of weapons; hidden hazards such as snowbridges, moulins, thin ice or black ice; contact with plants or animals; condition of roads, trails, parking lots or terrain which may be slick due to ice and loose dirt and rocks; instructor/guide misjudgment; my sense of balance, physical coordination, and ability to follow instructions; delayed or no means of communication; attack by animals; prolonged delay in ability to obtain medical assistance (evacuation to medical facilities could take 24 hours or longer); and losses due to civil unrest and terrorism.

I understand the description of the above risks is not complete and that other unknown or unanticipated risks may result in property loss or damage, personal or emotional injury, illness or death. I agree to abide by all written and unwritten rules of Exposure and/or GVA which may from time to time be made or implemented by Exposure and/or GVA and their respective staff.

I warrant that I am in good physical and mental health, and that I have informed Exposure and/or GVA of any physical or mental condition which may pose a danger to myself or others. I understand that Exposure and/or GVA reserves the right to deny any person participation before or during a trip if it determines that person to be mentally or physically unprepared. Exposure and/or GVA reserves the right to deny any person services, transportation or access and may require a person to leave at his/her expense if it determines that s/he is unfit to continue or is a danger to himself/herself or others. I hereby consent to and permit emergency treatment in the event of injury or illness. I either have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

PLEASE READ PAGE 2 ON THE BACKSIDE OF THIS DOCUMENT AND SIGN/DATE WHERE INDICATED

This waiver required for all activities.

I agree to defend, hold harmless, and indemnify Exposure Alaska LTD, (doing business as MICA Guides) and Glacier View Adventures from any claim, liability, loss, damages or expenses resulting from a claim brought by a fellow participant, rescuer, or any other person for loss or damage caused by my conduct.

I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention to assume all the risks associated with this trip and to release Exposure/MICA Guides and/or Glacier View Adventures, Inc. from any and all liabilities.

My participation in this activity is purely voluntary. I agree to assume responsibility for the risks identified herein and those risks not specifically identified, both inherent and otherwise. I assume full responsibility for myself and any minor children, for whom I am responsible, for bodily or emotional injury, accidents, illness, death, loss of personal property, and any related expenses. I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS DOCUMENT. I AGREE TO ACCEPT AND ASSUME ALL OF THE RISKS OF THE ACTIVITIES WHICH I AM TO PARTICIPATE IN. I AGREE TO RELEASE AND DISCHARGE EXPOSURE/MICA GUIDES AND GLACIER VIEW ADVENTURES FROM ALL CLAIMS, LIABILITIES, AND LOSSES ASSERTED BY OR ON BEHALF OF ME ARISING FROM OR RELATED TO MY PARTICIPATION IN THE TRIP. I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP ANY RIGHT TO FILE A LAWSUIT. THIS RELEASE INCLUDES CLAIMS FOR PROPERTY DAMAGE, AS WELL AS CLAIMS FOR PERSONAL/EMOTIONAL INJURY, ILLNESS, OR DEATH CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF EXPOSURE/MICA GUIDES AND/OR GLACIER VIEW ADVENTURES.

If any part of this agreement is found by a court or other authority to be invalid, the remainder of the agreement will be given full force and effect.

Any dispute between Exposure/MICA Guides, GVA and me or my heirs, successors, assigns, beneficiaries, parents or guardians arising from or relating to this agreement, my trip, or any information and/or literature concerning the trip shall be resolved exclusively in the State of Alaska, Third Judicial District. Such dispute will be governed by substantive Alaska law. If I have a dispute which cannot be settled through discussions between the parties, I will attempt to settle the dispute first through mediation before a mutually acceptable mediator in the state of Alaska.

Signature of Participant: _____ SIGN HERE Date: _____

Print Name: _____

Phone Number:_____ Email: _____

PARENT OR GUARDIAN OF A MINOR:
I, as parent or legal guardian of the above minor, hereby give my permission for the minor to participate in this trip. My signature below reflects my understanding and agreement, for myself and on behalf of the minor, to the terms stated in this Participant Agreement. I have explained to the minor the risks and terms stated in this Participant Agreement. I acknowledge that I am waiving any and all rights that my child or ward may have to bring a lawsuit against Exposure/MICA Guides and Glacier View Adventures for any damages, including injury or death, caused in whole or in part by the negligence of Exposure/MICA Guides or Glacier View Adventures. I further agree to defend, hold harmless and indemnify Exposure/MICA GUIDES and Glacier View Adventures from any claim and from any liability brought by or on behalf of the minor.

Minor Participant's Name:_____

Signature of Parent or Legal Guardian : _____ SIGN HERE

Date: _____

Participant Shoe Size (for ice climbing)_____

This waiver required for all activities.

Participant Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement
Alaska Outfitters

In consideration of the services of Alaska Outfitters, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "A.O."), I hereby agree to release and discharge A.O. on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risks** I acknowledge that glacier hiking, walking or travel entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of certain activities - in this case glacier hiking or exploration - is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand and acknowledge that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that failing to follow safety guidelines, rules, trails, signage, etc. increases my risk of injury while walking or hiking on the glacier or surrounding areas.

   The inherent risks include, but are not limited to the following. Glacier exploration is usually accompanied by beautiful mountain, ice and glaciated scenery. The natural beauty of these areas sometimes hides dangerous obstacles. Those obstacles may be hidden by snow and include, but are not limited to, glacier movement, crevasses and bergschrunds, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions below the snow surface, and varying and difficult snow conditions and muddy or wet ground surfaces near the glacier and on the trails. An unaware hiker or participant may become lost or separated from companions in forested areas, wild and rugged terrain, or bad weather. Communication in this terrain is always difficult and in the event of an accident, rescue and medical treatment will not be immediately available. Remote areas and wilderness sites are unpredictable environments with rapidly changing and often dramatic weather conditions including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause, among other things, fatigue, exhaustion, chill, hypothermia, sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. The river and lake locations on or near the A.O. hiking or glacier areas are often unpredictable environments. In these environments participants may slip and fall, may drown or be injured in flat or moving water. Hikers or participants may encounter dangerous wildlife, insects, etc.

   Furthermore, A.O. Guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or 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. In spite of these things, I acknowledge that, by signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in this activity.

2. **Express Assumption of Risk** I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will.
3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless A.O. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of A.O.'s equipment or facilities, including any such Claims which allege negligent acts or omissions of A.O..
4. **Indemnity** Should A.O., or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, pay for...) for all such fees and costs.
5. **Personal Skill and Insurance** I certify that I have sufficient skill and fitness to participate in this activity. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else agree to bear the costs of such injury or damage myself, including the costs of being removed or transported from the area. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition.
6. **Medical Issues** I further agree that, in the event that A.O. deems it necessary to administer emergency first aid or CPR or to remove me from its activities or premises or from the field or to seek emergency medical care for me that, by signing this document, I am giving A.O. permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against A.O. for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from A.O. activities or the field.

Guided

This waiver required for glacier trekking and climbing only.

Initials_____

INITIAL HERE

7. **Photographic Assignment** I understand that the A.O. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its premises and I hereby agree that the A.O. may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by the A.O.
8. **Release as Contract and Personal Capacity** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with A.O.
9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against A.O., I agree to do so solely in the Third Judicial District of the State of Alaska, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement/Contract between myself and A.O. and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against A.O. on the basis of any claim from which I have released them herein. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in this activity.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

SIGN HERE

Participant Signature:_____ Printed Name:_____
Address:_____
City:_____ State:_____
Country:_____ Postal Code: _____ Phone #:_____ Date: _____ (DATE)

SIGN HERE

Parent Signature:_____ Printed Name:_____
Address:_____
City:_____ State:_____
Country:_____ Postal Code: _____ Phone #:_____ Date: _____ (DATE)

Parents or Guardians Additional Indemnification (Must be completed for participants under 18 years of age)

In consideration of _____(print minor's name) ("Minor") being permitted by A.O. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless A.O. from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent Signature:_____ Printed Name:_____

SIGN HERE

Date:_____

Vehicle ID_____ Cell Phone_____

This waiver required for glacier trekking and climbing only.