

## **American Mountain Guides Association Participant Agreement, Liability Release, Indemnity Agreement, Acknowledgement & Assumption of Risks**

In consideration of the services of the American Mountain Guides Association, its instructors, examiners, agents, members, managers, officers, directors, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "AMGA"), **I hereby agree to release, indemnify, and discharge the AMGA, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:**

### **Activities and Risks**

1. AMGA courses, exams, programs, clinics, and events ("AMGA Activities") are educational and sometimes recreational in nature and are intended to expand my skill sets and improve my judgement and decision-making in the mountain environment. AMGA Activities may be strenuous both physically and emotionally. As such, I accept the risks of AMGA Activities. I acknowledge that AMGA Activities are designed for professional guide and instructor development. As such, I acknowledge that I have responsibilities as a participant to manage the risks to which I am exposed during AMGA Activities. If I am an exam participant, I further understand that I will be held to a higher level of personal responsibility, skill and judgment than course participants.
2. **I understand that participation in AMGA Activities includes certain inherent risks and other risks and dangers, all of which are too numerous to list, which include, but are not limited to, slipping, falling, striking or being struck by objects, terrain or persons, possible equipment malfunction, unstable structures, acts of God, terrorism, hazards from travel in difficult terrain, weather, altitude, travel by air, motor vehicles or other conveyance, exposure to disease, drowning, accidents, bites, and the negligent and other acts or omissions of AMGA, other participants in AMGA Activities and the general public.** I further acknowledge the risk that personal injury or illness sometimes occur in remote areas without means of rapid evacuation or adequate medical care or supplies. These risks cannot be eliminated, and I willingly assume these risks. I understand that any of these risks may result in bodily or emotional injury, death and/or damage to property. I understand and acknowledge all of these and other risk factors.
3. AMGA Activities in which I will participate will vary, but I have had the opportunity to ask questions about the risks. Physical activities include, but are not limited to, rock climbing, indoor climbing, alpine climbing, rescue practice, skiing, snowboarding, travel by foot and other means over unimproved roads, trails, and off-trail terrain including downed timber, glaciers, river crossings, snow, ice, and steep rock slopes. The risk of these activities includes among others falling, drowning, becoming lost, and other risks usually associated with such activities, including environmental risks.
4. Environmental risks and hazards include, but are not limited to, flowing, deep and cold water, harmful insects, snakes, animals, falling objects including rock and ice, avalanche, crevasse falls, high altitude, lightning, and unpredictable forces of nature including all types of weather. Possible injuries and illnesses include wounds, bruises, infections, sunburn, hypothermia, frostbite, heatstroke, altitude illness, and other debilitating or life-threatening conditions.
5. I understand that if I provide my own equipment, I am responsible for its maintenance and use. I also understand that equipment may fail or malfunction, despite proper or reasonable maintenance and use. The reliability of naturally existing and artificial climbing/rappelling anchors can be difficult or impossible to predict, especially in the case of existing "fixed" anchors such as bolts, pitons, "v-threads," webbing, rope, or chain anchors which may not be maintained.
6. Decisions made by AMGA and participants will be based on a variety of risk assessments and evaluations, which by their nature are imprecise and are subject to errors in judgment. Misjudgments may pertain to, among other things, a participant's capabilities, environment, terrain, weather conditions, natural hazards, avalanche hazards, rock quality, equipment usage, climbing anchor reliability, travel and climbing routes, and medical conditions.
7. AMGA requires students to arrange their own transportation to field locations which may include the use of or sharing personal vehicles that are not owned or controlled by the AMGA. This travel is not supervised by AMGA.
8. AMGA Activities in foreign countries may be exposed to laws, legal systems, customs, animals, and diseases not common to the United States.
9. I have read and understand the general information about AMGA Activities made available to me through the website and pre-program materials. I acknowledge that the staff of AMGA have been available to more fully explain to me the nature, physical demands, and the inherent risks, hazards, and dangers associated with AMGA Activities.

### **Acknowledgement and Assumption of Inherent and Other Risks**

1. I understand and acknowledge that the description above "Activities and Risks" of the inherent and other risks of AMGA Activities is not complete and that other risks, including unknown or unanticipated risks, inherent or otherwise, may result

in injury, illness, death, or property loss. **I acknowledge that my participation in AMGA Activities is purely voluntary, and I wish to participate with knowledge that there are many risks involved. I acknowledge and assume the risks associated with AMGA Activities including time spent on my own.**

2. The National Park Service and certain Forest Service areas may not allow for the assumption of risks other than the inherent risks or for the release of liability for claims of negligence. Therefore, for AMGA Activities that occur on lands controlled by these agencies and where such policy is found by a court of proper jurisdiction to be enforceable as a matter of law, the assumption of risk within this agreement is limited to assuming the inherent risks and the release of liability is inapplicable with the exception of claims arising from my own negligence or willful, reckless, or intentional misconduct. The assumption of all risks and the release of liability shall remain in full force and effect for all AMGA Activities or any portion of Activities which do not occur on lands controlled by these federal provisions. The indemnity provision set forth above in this agreement applies to all AMGA Activities regardless of where they take place.

### **Agreements of Release and Indemnity**

**I hereby forever release, hold harmless, and agree not to sue AMGA with respect to any and all claims, including claims for negligence, of loss or damage to person or property by reason of injury, disability, death, or otherwise suffered by me arising in whole or part from my enrollment, preparation, participation, or presence in AMGA Activities. I agree further to indemnify the AMGA against any claim by a member of my family, a rescuer, another participant, or any other person arising in whole or part from an injury or other loss suffered by or caused by me in connection with my enrollment, preparation for, participation in, or presence on an AMGA Activity. I intend this agreement to be enforced to the fullest extent permitted by law and include claims of negligence, but not claims of gross negligence or intentionally wrongful conduct.**

### **Other Provisions**

1. AMGA is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me. Any such third-party medical care provider is authorized to exchange pertinent medical information with AMGA. I agree to pay all costs associated with medical services including evacuation. I understand that situations may arise in which third party medical care is not readily available and which may require AMGA or participants of AMGA Activities to provide wilderness medical care. I further understand that this care may be in the form of extended wilderness medical care until definitive medical care is reached. I consent to such medical care.
2. AMGA may utilize independent private contractors for certain services including, for example, transportation and food service. AMGA is not responsible for the acts or omissions of such contractors.
3. I consent to AMGA and partner entities of its choosing using, publishing or selling photographs, video, film or other recordings of me on AMGA Activities without compensation or any other consideration being provided or paid to me.
4. I agree AMGA is not responsible for loss, theft, or damage to my personal belongings at any time during AMGA Activities.
5. I understand that AMGA Courses and Exams have assessment components and I acknowledge that I will be evaluated on my performance relative to the applicable prerequisites and assessment categories.
6. If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of this agreement nevertheless will be in full force and effect.
7. I agree that the interpretation of this agreement or of any other aspect of my relationship with AMGA including my participation in any AMGA Activities shall be governed by the law of the State of Colorado, U.S.A. and that any legal action shall only be brought in Boulder County in the State of Colorado, U.S.A.

**I HAVE CAREFULLY READ AND I UNDERSTAND THE FOREGOING PARTICIPANT AGREEMENT, LIABILITY RELEASE, INDEMNITY AGREEMENT, ACKNOWLEDGEMENT & ASSUMPTION OF RISKS AND I SIGN IT OF MY OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. FURTHER, (1) I AM VOLUNTARILY PARTICIPATING IN AMGA ACTIVITIES; (2) I AM AT LEAST 18 YEARS OLD; (3) I UNDERSTAND THE PHYSICAL REQUIREMENTS OF THE ACTIVITIES IN WHICH I WILL BE PARTICIPATING; AND (4) I CURRENTLY HAVE NO KNOWN PHYSICAL, MEDICAL, OR MENTAL CONDITION WHICH WOULD IMPAIR MY ABILITY TO PARTICIPATE IN THE ACTIVITIES BEYOND THOSE LISTED ON MY HEALTH STATEMENT PROVIDED TO AMGA.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Birth