

AGREEMENT

Please read this contract carefully.

In consideration for being permitted to participate in avalanche, rescue, or avalanche dog instruction and training with American Avalanche Institute, LLC (“AAI”), I understand, acknowledge, and contractually agree as set forth below (the Agreement):

1. Acknowledgement of Dangers and Risks: I understand, acknowledge, and agree that participating in avalanche instruction, search and rescue training, avalanche dog training or other training with AAI (hereinafter the “Activity”), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that I am a “recreational participant” under the Wyoming Recreation Safety Act (W.S. § 1-1-121 et. seq.) and that participation in this recreational Activity involves certain inherent dangers and risks. I agree that the following dangers or risks are inherent to the Activity and can cause injury or death, but that the following list is not exhaustive, and that there may be other dangers or risks that are inherent to the Activity not listed below: avalanches; snow immersion; variations in terrain; existing, changing, or otherwise dangerous snow conditions; exposure to falls; dangerous skiing or snowboarding conditions or surfaces; exposure to helicopters and associated dangers; exposure to explosives and associated dangers; exposure to avalanche dogs and associated dangers; surfaces covered with ice and snow; storms, lightning, hail, snow, fog, changing weather, and other adverse weather conditions; difficulty with route finding; poor visibility; high altitude; improper loading, riding, and unloading of ski lifts, gondolas, trams, and other conveyance devices; equipment failures or malfunction; collisions with other participants or members of the public; collisions with natural and man-made objects and equipment; falling; equipment damage; failure to understand instructions; falling objects; encounters with snowmobiles or other motor vehicles; lack of shelter; limited access to and/or delay of medical attention; failed attempts at rescue or medical care; exacerbation of my own health conditions; my own decision errors made during or after participation in the Activity; strenuous activity; fatigue; dehydration; hypothermia; altitude sickness; frostbite; & mental, physical, or emotional injury or distress from exposure to any of the above.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activity despite the many potential dangers and inherent risks of doing so, and freely choose to accept the inherent risks of participating in the Activity despite the many potential dangers. By signing this Agreement, I recognize that injury, property loss, serious injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume the inherent risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or mental injury, property damage, or death, as provided by the Wyoming Recreation Safety Act and by common law.

3. Participant’s Responsibilities and Representations: I represent that I am physically and mentally capable of participating in the Activity. I assume responsibility for my own safety, including skiing safely, and following AAI personnel instructions at all times while engaging in the Activity. I am responsible for reading, listening to, understanding, and complying with all instructions given by AAI personnel. I agree and understand that I must have the physical dexterity and knowledge to safely load, ride, and unload the snowmobiles, lifts, gondolas, trams, and other human conveyance equipment utilized by AAI. Further, I represent that I have had the opportunity to discuss with AAI both the inherent risks of participating in the Activity and my assumption of those inherent risks, as well as the expectations of me while engaging in the Activity.

4. Medical Authorization: I authorize AAI to undertake any emergency medical care for me; 2) authorize AAI and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the AAI shall not have any further responsibility for me.

5. Representation of Capacity and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent

permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

6. Agreement to Application of Wyoming Law and Selection of Forum: I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by Wyoming law, and that the exclusive jurisdiction for any claim shall be in the State District Court of Teton County, Wyoming, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's choice of laws analysis.

7. Agreement to Use of Photos and Video: I agree that AAI may utilize my photograph or video of me participating in the Activity for any purpose, and that any such image is the property of AAI.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS.

Signature

Printed Full Name

Date