

**Northwest Mountain School, Inc.
2010 Mt. McKinley Expedition Application (10/09)**

PARTICIPANT INFORMATION:

Full Legal Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Home Phone: _____ **Cell Phone:** _____

Work Phone: _____ **Fax:** _____

E-mail Address: _____

Date of Birth: ___ / ___ / ___ **Citizenship:** _____ **Marital Status:** _____

Occupation: _____

Program & Departure Date: _____

Program Fee* _____ **# of people you are paying for*** _____

***Record the total fee you are assuming responsibility for, your deposit amount will be 25% of this fee.**

MOUNTAINEERING or SKIING EXPERIENCE

Please list your previous mountaineering or skiing experience, and any other activities related to this program (i.e. ski ability, hiking, etc.) Use additional sheets if necessary.

TRAINING AND CONDITIONING

Please describe how you plan to prepare physically for this trip. Use additional sheets if necessary.

**Northwest Mountain School; P.O. Box 329 Leavenworth, WA 98826
509-548-5823 jr@mountainschool.com Fax: (320)388-5775**

EMERGENCY CONTACT NAME: _____ **Relationship:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Home Phone: _____ **Cell Phone:** _____

Work Phone: _____ **Fax:** _____

E-mail Address: _____

INSURANCE INFORMATION

I have Purchased Travel Insurance for this Trip: ____ Yes ____ No

If yes, Provider and policy number: _____

I have Purchased Trip Cancellation Insurance for this Trip: ____ Yes ____ No

If yes, Provider and policy number: _____

PARTICIPANT MEDICAL INFORMATION

High altitude climbing expeditions are physically challenging. Additionally, the wilderness setting of many of our programs means that you will generally be out of reach of definitive medical care. This program will at times require extreme exertion and takes place in an environment where weather and temperature can cause or exacerbate a wide variety of cold, heat, medical, and stress related conditions. We do not encourage you to participate in this expedition if you or your doctor believes it will be detrimental to your health in any way. Please consult your doctor when filling out this form and again prior to your trip departure.

Participant Name: _____ **Date of Birth:** ____ / ____ / ____

Height: _____ **Weight:** _____ **Gender:** _____

Please describe your health (use additional page if necessary) _____

Please answer the following questions by circling Yes or No. Have you ever had any of the following?

If you answer yes to any, please describe in detail on additional pages

Allergies Yes / No
Dislocations Yes / No
Diabetes Yes / No
Asthma Yes / No

High Blood Pressure Yes / No
Frostbite Yes / No
Are you pregnant? Yes / No
Epilepsy Yes / No

Your guide fee does not include: your flight to/from Anchorage, AK, meals in Anchorage or Talkeetna, your lunch food, your personal climbing equipment, the National Park Service Cost Recovery Fee (currently \$200 USD), a park entrance fee, gratuities to pilots, guides, or other staff, and lodging off the mountain.

It is our intent to provide transportation between the Anchorage airport and Talkeetna, AK, but this is based on the availability of the AMS van. If the van is not available or your schedule differs from the group schedule, you may be asked to pay a shuttle service for this transportation. Additionally if you leave the expedition early, you may be asked to pay an additional fee to the bush pilot service if your departure requires additional flights beyond those budgeted by NMS.

The Guide Fee for which you are responsible to NMS will be \$6250 US Dollars (USD).

The deposit amount for this expedition will be \$1562.50 USD, which is 25% of the total fee due to NMS. All deposits and other payments are non-refundable. The final payment is due no later than 120 days prior to the departure date. Failure to follow the payment schedule may result in your spot being taken by another participant without refund of fees already paid.

Travel and Cancellation Insurance

We recommend that you obtain trip cancellation and interruption insurance to cover losses sustained by you if you need to cancel at the last minute, need to leave the trip early, or are unable to participate for any reason. The Northwest Mountain School is a provider of insurance through travel-ex insurance and our location number is 47-0108.

Your cancelled checks will serve as the receipt and verification of payment. You expressly agree that once the trip has begun there will be no refunds issued for any reason.

PLEASE MAKE CHECKS PAYABLE TO:

**Northwest Mountain School; P.O. Box 329 Leavenworth, WA 98826
509-548-5823 jr@mountainschool.com Fax: 320-388-3775**

OTHER TERMS AND CONDITIONS

TRIP CANCELLATION

- Northwest Mountain School (NMS) reserves the right to cancel its portion of the trip for any reason prior to departure. In that event, NMS will refund deposits and program fees paid to NMS. In circumstances where NMS has already made payments related to the program, or invested substantial

preparatory time, an equitable portion of the fees may not be fully refundable, as determined by NMS in its sole discretion. In the event of trip cancellation or rescheduling, NMS will not be responsible for any expenses such as airfare, equipment costs, travel arrangements, hotel reservations, etc. incurred by the participant in preparing for the trip.

- NMS reserves the right to substitute scheduled staff if the planned guide's are unable to make the trip for any reason. This will not change the fee charged by NMS.

OTHER COSTS AND EXPENSES:

- You agree that the cost of any search and rescue undertaken on your behalf will be your financial responsibility, including costs incurred by NMS guides, NMS, other expeditions, any government agency, or any other person or organization. Search and rescue operations within Denali National Park are generally covered by payment of the mandatory Cost Recovery Fee, but there may be situations where rescues undertaken on your behalf may incur costs you will be responsible for.

- You acknowledge that during the Expedition, certain events may occur which may necessitate additional costs not contemplated at this time. These include but are not limited to evacuation costs, medical treatment, and related matters. You agree that those additional costs are not the responsibility of NMS or its staff and that you are responsible for payment of those costs.

MISCELLANEOUS

- As a condition to your participating in the Expedition, you must provide NMS with proof of your having obtained personal medical, accident, travel, baggage, cancellation, rescue, and other insurance relative to your participation in the Expedition, with coverage amounts sufficient to cover all fees and expenses payable by you for, among other matters, rescue, evacuation and medical costs, including repatriation. You acknowledge that NMS provides you with no such insurance coverage, and that NMS is under no obligation to advance rescue, evacuation and medical costs for you.

- As a condition to your participating in the Expedition, you must have agreed to and signed a Participant Release of Liability and Assumption of Risk Agreement, substantially in the form of Exhibit A to this Agreement.

- NMS reserves the right to change the trip itinerary for any reason its staff deems necessary to provide a safe experience. NMS may direct the timing and extent of your participation in the Expedition as NMS staff deem necessary to provide a safe experience.

- By signing this agreement you represent that the information you provided in the initial pages is correct.

- This Agreement constitutes and embodies the entire agreement and understanding between you and NMS with respect to its subject matter and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between you and NMS with respect thereto. This Agreement may not be modified or amended except by a written amendment signed by both you and NMS.

- This Agreement will be governed by and interpreted in accordance with the internal laws of the State of Washington, without regard to conflicts of laws

principles.

- In the event of any controversy or claim arising out of or relating to this Agreement, or the breach or interpretation thereof, the parties shall submit to the exclusive jurisdiction of and venue in the Superior Court of Chelan County, Washington, and appeal courts therefrom. Each party hereby waives all defenses of lack of personal jurisdiction and forum nonconveniens.

- If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding shall be entitled to recover, in addition to all other relief arising out of this Agreement,

such party's reasonable attorneys' and other experts' fees and expenses.

-Participants authorize and release to NMS the use of their image in any video recording or photograph for any legal purpose of NMS.

I, _____ (Participant print full name), of my own free will, for my family, minor children, spouse, dependant parents, my heirs and executors, assigns and myself, have had a full opportunity to review this document and I have read, understand and agree to the terms and conditions contained herein. I have researched this trip and its risks and hazards and understand those risks and hazards and the terms and conditions listed in this document and agree to this information, terms, and conditions.

Participant's Signature: _____

Date: _____

Print Name: _____

EXHIBIT A

**PARTICIPANT RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT
READ BEFORE SIGNING**

Northwest Mountain School, Inc.

Participant Name _____

Northwest Mountain School, Inc. makes every responsible effort to safeguard course participants and their belongings. However, Northwest Mountain School, Inc. wishes to inform participants fairly and honestly that risks and dangers exist and are inherent in any wilderness and outdoor adventure and educational activities. Therefore I, the undersigned, in consideration of the services of Northwest Mountain School, Inc., its officers, directors, employees, contractors, agents and representatives (collectively referred to in this Agreement as "NMS"), hereby agree to release and discharge NMS, on behalf of myself, my heirs, assigns, personal representatives, dependants, and estate as follows:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.

Disclosure of Known and Unknown Risks I understand and acknowledge that the activities in which I will be involved while on NMS courses bear known risks and unanticipated risks which could result in serious injury, death, illness or disease, physical or mental, and/or damage to my property or to other persons. The following describes some, but not all, of those risks:

- (a) Accident while traveling to and from course locations and activities in NMS and other vehicles;
- (b) Travel and camping in remote locations where sophisticated medical facilities and attention will be absent, rescue and evacuation may be lengthy, hazardous and complex, and the assistance of outside agencies may not be readily obtainable;
- (c) Exposure to the forces of nature such as inclement weather, heat, cold, storms and lightning;
- (d) Hazards of travel in mountainous areas and of rock and mountain climbing, including, among other things, risks of rockfall, icefall, avalanches, falling trees, falls on steep slopes and/or rocky ground, crevasse falls, and/or high altitude;
- (e) Hazards of river travel by whitewater rafts and kayaks, and sea travel by sea kayaks, including among other things, drowning, hypothermia, strong currents, large waves, powerful hydraulics, slips or falls on shore or into the river or ocean, entrapment by equipment or obstacles such as, trees, rocks, seaweed, and man-made obstacles, and/or collisions with equipment, other boaters, and obstacles in or around the river or ocean;
- (f) Viral and/or bacterial infection, and exposure to venomous creatures;
- (g) Any attempt on my part to perform beyond my physical and/or mental ability, and/or the onset, recurrence or aggravation of any medical condition;
- (h) Failure of equipment, whether owned by me, or provided by or rented from NMS or IMG; and/or
- (i) Failure on my part or on the part of other participants to comply with any NMS or IMG instruction.

NMS ACTIVITIES DO NOT TAKE PLACE IN A CONTROLLED ENVIRONMENT, AND WILL ALWAYS BE SUBJECT TO THE RISKS POSED BY THE FORCES OF NATURE AND TRAVEL IN REMOTE AREAS. THE NATURE AND EXTENT OF THOSE RISKS ARE NOT CAPABLE OF PRECISE DETERMINATION OR CONTROL. CERTAIN NMS ACTIVITIES ARE HAZARDOUS BY THEIR VERY NATURE.

**PARTICIPANT RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT**

*****READ BEFORE SIGNING*****

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNISE THAT IF ANYONE, INCLUDING ME, IS HURT OR DIES OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN NMS ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST NMS, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. Sufficient Health and Insurance: I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in NMS activities and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

5. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

6. Medical Information: Drugs: I have accurately completed the medical information required of me, and I have consulted with a medical professional concerning my participation in NMS activities. In the event of illness or injury occurring while participating in such activities, I hereby consent in advance to whatever medical or surgical diagnostic and/or restorative procedure or treatment is considered necessary in the judgment of the attending physician, medical technician or other person furnishing medical services. I agree not to have in my possession or take any alcohol, tobacco or controlled substances during my participation in any NMS course.

7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE NORTHWEST MOUNTAIN SCHOOL**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

8. Disputes. This agreement shall be governed by and interpreted in accordance with the internal laws of the State of Washington, USA, without regard to principles of conflicts of laws. I hereby submit to the exclusive jurisdiction of the courts of the State of Washington with respect to any matter or dispute arising out of or relating to all and any of my agreements with NMS, and/or any act or omission of NMS, and venue for any such dispute shall be in Chelan County, Washington. If any phrase or clause in this agreement is deemed to be unenforceable, the remaining language shall nonetheless remain in full force and effect. In the event of any dispute between NMS and me or my representatives arising out of this Agreement, or in any other way relating to my involvement in NMS activities, the substantially prevailing party shall be paid by the other party its reasonable costs and expenses (including attorneys and other expert fees) incurred in the dispute, including such costs and expenses on appeal.

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