

Domestic (excluding Alaska) Climbing or Skiing Application

| PROGRAM & DATE | 3: | | | | |
|--|-------------------|--|----------------------|---------|--------------------------|
| GUIDE REQUESTE | D (IF ANY): | | | | |
| | PARTICIPA | NT OR GROUP LEADE | R INFORMATI | ON | |
| Name: | | Preferred to be | called: | | Gender: |
| | | | | | |
| | | | | | |
| | | Cell Phone: | | | |
| | | E-mail Address: | | | |
| | | | | | |
| Are you registering fo | or yourself only: | or registering for a | a group of | people? | |
| NAMES OF INDIVI | DUALS YOU WAY | NT TO CLIMB WITH (if a | a group registration | on*) | |
| 1 | 2 | 3 | | 4 | |
| Risk Agreement ("Re sign a Release Agreen Agreements are avail | | S: One person may register oup members have reviewe before committing to the p medical information forms untainschool.com/content/f GUARDIAN INFORMAT | | | be required to elease |
| Dr. | | | | 10) | |
| | | Ms. Mrs. | ling w/ con/dougl | ator? | Yes No |
| | | attend | | | |
| | | S | | | |
| | | Cell Phone | | | |
| | | E-mail Address | | | |
| | EMER | GENCY CONTACT INF | ORMATION | | |
| Name: | | Relatio | nship: | | |
| | | | | | |
| | | Sta | | | |
| | | Cell Pho | | | |
| | | E-mail Address | | | |
| | | | | | |
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MOUNTAINEERING or SKIING EXPERIENCE

Please list your previous climbing or skiing experience. Use additional sheets if necessary.

MEDICAL INFORMATION

Please answer each question, providing detailed information on dates and type of medical treatment. Please attach a separate sheet if necessary. *For family & small group applications please answer each of the following questions for each participant, listing each person by name. For larger groups we will collect this information separately.*

1. List any major accidents, illnesses or operations you have had in the past five years.

2. List any/all physical limitations or medical conditions that may restrict your ability to climb on this program.

3. List any/all medications you will be taking on this trip and why:

4. List any/all allergies to food and/or medication:





PAYMENT INFORMATION

| Participant Name: | | | |
|--|---|--------------------------|--------------|
| Trip Name & Date: | | | |
| Please visit <u>wy</u> | ww.mountainschool.com/rates.html or | contact us for our curre | ent rates |
| PLEASE NOTE: YOU M FOR FINAL PAYMENTS | AY USE A CREDIT CARD FOR TH | E DEPOSIT. CHECKS A | ARE REQUIRED |
| Daily Fee = \$ | x Days (program length) | _ = Cost per person \$ _ | |
| Cost per person \$ | x # of people you are paying | for = Total Due \$ | |
| PAYMENT PLAN: | | | |
| Enclosed with this a | application is my check for \$ | , which equals the p | rogram fee. |
| Please charge \$ | to my: | Visa | Master Card |
| Name on Card | | | |
| | | | |
| Billing Address: (Street) | | | |
| | | | |
| Signature | | | |
| | WITH APPLICATION, BALANCE PAYMENT IF APPLYING LESS THA | | |

PLEASE MAKE CHECKS PAYABLE TO: NORTHWEST MOUNTAIN SCHOOL - P.O. BOX 329 LEAVENWORTH, WA 98826

Phone: 509-548-5823 Fax: (320) 388-5775 E-mail: info@mountainschool.com



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NORTHWEST MOUNTAIN School

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TERMS AND CONDITIONS

CANCELLATION AND REFUND POLICY

- Your application must be accompanied by a 25% deposit of the fees for your program. This deposit is non-refundable.
- The balance of the fees for your program (75%) is due 60 days prior to your program start date.
- All refund requests must be made in writing and be received in our office at least 60 days prior to the program start date.
- No refunds will be provided for cancellations made within 60 days of the program start date. If you cancel your participation in the
 program within 60 days of the program start date, then even if you don't participate in the program, you remain responsible for paying
 all program fees to NMS (including any outstanding balance). We often will work with you to try to reschedule, but that decision is in
 our sole discretion.
- If registering for a group of people, the person completing the registration assumes financial responsibility for the entire group. This includes situations where people drop out and change the final numbers or participants. If uncomfortable registering for the group, you should have each member apply individually.
- Each applicant's deposit is non-refundable and may not be applied to the balances of other participants' accounts.
- Once the program has begun there will be no refunds issued for any reason

TRIP CANCELLATION INSURANCE

- We highly recommend that participants purchase trip cancellation insurance to cover your travel and application costs in the event that
 you need to cancel your participation in the program due to personal injury, business or family emergencies, or other covered reasons.
 Northwest Mountain School (NMS) offers plans in conjunction with Travel-ex. Detailed policy information can be obtained at
 www.mountainschool.com/content/main/travel-and-cancellation-insurance. Enter location # 47-0108.
- If Northwest Mountain School cancels a program before it begins for any reason other than your failure to abide by your agreement with us, you will be entitled to a full refund of any fees you have already paid us for the program. We cannot assume responsibility for travel costs related to the trip such as hotel and plane reservations, care rental, or any other costs.

RELEASE AGREEMENT

 In order to participate in a program you understand that you are required to sign an unmodified copy of Northwest Mountain School's Release Agreement. This is required by NMS' insurance provider. You agree that it is your responsibility to review and understand the Release Agreement before committing to the program. Your refusal to sign the Release Agreement, or your modification of the Release Agreement terms will not entitle you to a refund of any sort.

MISCELLANEOUS

- Trip participants are responsible for their own well-being. This includes good health and strong physical condition. NMS reserves the right to change the program itinerary for any reason its staff deems necessary to provide a safe experience, or to comply with permit restrictions. NMS may direct the timing and extent of your participation in the program as NMS staff deem necessary to provide a safe experience.
- NMS reserves the right to substitute scheduled staff if the planned guide(s) are unable to make the program for any reason. This will not change the fee charged by NMS.
- By signing this agreement you represent that the information you provided in the initial pages is correct.
- These Terms and Conditions and the Release Agreement (collectively "Agreement") constitute and embody the entire agreement and understanding between you and NMS with respect to its subject matter and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between you and NMS with respect to their subject matter. 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 its breach or interpretation, the parties will submit to the exclusive jurisdiction of and venue in the Superior Court of Chelan County, Washington, and appeal courts therefrom. Each party 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, that party's reasonable attorneys' and other experts' fees and expenses.

I agree to the Terms and Conditions specified above and the Release Agreement, and I confirm that the information I have provided is complete and correct.

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_____ Today's Date: _____

Participant's Signature

Participant's Printed Name:



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

Participant Name

Northwest Mountain School, Inc. makes every responsible effort to safeguard program 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, representatives, sponsors, advertisers and, if applicable, owners and lessors of property used in connection with the Program (collectively referred to in this Agreement as "NMS" or "Releasees"), hereby agree to release and discharge NMS, on behalf of myself, my heirs, assigns, personal representatives, dependents, 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 programs 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 program 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 lightening;
- (d) Hazards of travel in mountainous areas and of rock and mountain climbing, skiing, backcountry skiing and ski mountaineering, including, among other things, risks of stream and river crossings, rock fall, icefall, avalanches, falling trees, falls on steep slopes or rocky ground, crevasse falls, collisions with other persons, and high altitude;
- (e) 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, 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; and
- (i) Failure on my part or on the part of other program participants to comply with any NMS 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.

2. Being aware that the program entails known and unknown risks of my serious injury, death or property damage, I KNOWINGLY AND FREELY ACCEPT AND 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. My participation in the program is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

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 use my best judgment to remove or protect myself from the hazard, will immediately bring the hazard to the attention of the nearest NMS representative, and will follow all NMS instructions.

4. <u>Sufficient Health and Insurance</u>: 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.





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

5. <u>Photographs, Etc</u>: I agree that NMS and its licensees may copy, distribute, display, broadcast and modify any photographs, drawings, sound, video or audiovisual recordings taken or made of me or provided by me for publicity, promotion, advertising, stock photo, catalog, website or other purposes, on any medium and via any content delivery system, and expressly waive any related right of privacy, compensation, copyright or other right.

6. <u>Medical Information; Drugs</u>: 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 controlled substances during my participation in any NMS program, except as prescribed by my physician.

7. Release and Indemnity: 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 (including all 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, which are related to, arise out of, or are in any way connected with my participation in the program, 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.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. IN SIGNING THIS AGREEMENT, I FULLY RECOGNIZE 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, REPRESENTATIVES OR OTHER RELEASEES.

| X | | |
|-------------------------|-----|------|
| Participant's Signature | Age | Date |
| | | |

Print Name:_____

Address: ____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incident to the minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

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Parent/Guardian Signature

Date

Emergency Phone Number(s)



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