

ASSUMPTION OF RISK/LIABILITY RELEASE FORM
PLEASE READ CAREFULLY AND FILL OUT COMPLETELY
(THE INFORMATION IN THIS SECTION MUST BE PRINTED LEGIBLY)

NAME: _____
 (First Name) (Last Name)

ADDRESS: _____
 (Mailing Address)

 (City) (State) (ZIP CODE)

PHONE #: _____

EMAIL: _____

How did you hear about us? _____

Children under 18 Years :

NAME	AGE
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

I, the undersigned, being of or above age eighteen, or the legal guardian of undersigned who is under 18, in consideration of the services of Ice Pirates Backcountry Adventures, LLC, the rate charged for those services, and the right to engage in the event as a participant and/or volunteer, hereby acknowledge, agree, promise, and covenant with Ice Pirates Backcountry Adventures, LLC and all other persons or entities, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all, of these risks: personal injury; property damage; hypothermia; collisions with trees and rocks and shrubbery and/or other snowmobiles; manufacturing defects; obstacles such as branches, trees, cliffs, depressions, gullies and hidden stumps or rocks, ice and snow; avalanche; snow storms; trail and/or road conditions; mineshafts; participant's failure to follow the guide's safety and trail instructions; participants' attempts to exceed snowmobiling skills; and unavailability of immediate medical attention in case of injury. **(initial)** _____
2. Being aware that this activity entails known and unknown risks of injury to me and a risk of injury to spectators or other third parties as a result of my actions. I expressly agree, covenant and promise to accept and assume all responsibility and risk of injury, death, illness or disease, or damage to me, to others, to my property, to the National Forest Service's property, to the Town of Silverton's property, and to Ice Pirates Backcountry Adventures, LLC's property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. **(initial)** _____
3. I hereby voluntarily release, forever discharge, and expressly agree to hold harmless and indemnify Ice Pirates Backcountry Adventures, LLC, its agents or employees, the National Forest Service and the United States Government, the Town of Silverton, and all other persons or entities from any liability, claims, demands, or actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omission of Ice Pirates, its agents or employees, and all other persons and entities, for any and all injury, death, illness and disease, and damage to myself or to my property. I expressly agree to indemnify Ice Pirates for any property damage which I may cause to Ice Pirates' equipment or property. **(initial)** _____

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ICE PIRATES BACKCOUNTRY ADVENTURES, LLC, OR ITS OFFICERS, AGENTS OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

4. 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 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. **(initial)** _____

MEDICAL INFORMATION (You are not required to provide this information but the consequences of failure to do so are solely your responsibility. Information is strictly confidential.) Please identify all known allergies to food, drugs, insect bites, etc., and the nature of the reaction. Identify and describe any disabilities or conditions that might limit your participation or place you in any heightened danger from any of the risks listed above. **(initial)** _____ **LIST ANY MEDICATION YOU ARE TAKING AND THE REASON FOR ITS USE:**

In case of emergency, we will contact:

NAME: _____ RELATIONSHIP: _____
 DAY PHONE: _____ NIGHT PHONE: _____

5. Due to the rugged and remote setting of this activity, access to hospital and medical facilities is limited. By signing below, I am giving consent for medical treatment to the guides and medical personnel in an emergency situation. I am advised that the guides have received basic first aid and CPR training and are not trained medical personnel.
6. My signature on this document is also intended to bind myself and all members of my family participating in this activity with me as well as successors, heirs, representatives, administrators and assigns. (Parent or guardian must sign for those under eighteen years old).

My initials above and my signature below indicate that I have read this entire document, understand it completely, understand that it affects my legal rights to the full extent of the law, and agree to be bound by its terms.

SIGNATURE: _____ **DATE:** _____

***Failure to fill out this form completely is justification to cancel participation, without refund.**