

PEAK MOUNTAIN GUIDES, LLC

RESERVATION PROCESS, CANCELLATION POLICY, & TRIP OPERATIONS

To Reserve Your Spot on a Moab Rock Climbing Program: Please fill out the enclosed cancellation policies form, application, and medical record form and return them along with a 50% deposit to Peak Mountain Guides LLC, PO Box 992 Ridgway, CO 81432. We prefer payment by personal check, cashier's check, or money order made payable to "Peak Mountain Guides LLC". Payment by credit card is available upon request. Once we receive your application and deposit we will contact you with any questions, and to discuss your interests and goals.

Final payment is due 45 days prior to the beginning of the program. Non-payment of fees on the date they are due shall constitute a cancellation, subject to the cancellation policy.

Cancellation Policy: Cancellation policies are designed to ensure participants of open enrollment programs do not face a cancellation of their program due to the late withdrawal of others, and to ensure custom program participants retain the reservation of their preferred dates. If Peak Mountain Guides LLC is unable to operate an open enrollment program due to low enrollment all participants will receive a full refund of tuition.

- If notice of cancellation is given in writing at least 90 days prior to the trip start date, you will be refunded your full deposit except for a \$50 processing fee.
- If notice of cancellation is given in writing within 89 - 45 days prior to the trip start date, a cancellation fee equal to the reservation deposit amount will be charged.
- If notice of cancellation is given in writing with less than 45 days prior to the trip start date, a cancellation fee equal to 100% of the program fee will be charged.

Trip Operations: While climbing in a remote area such as the high desert around Moab it is essential to maintain an attitude of flexibility and adaptability. Unforeseen circumstances such as changing route conditions or poor weather may affect the program at any time. These things are possible during any climbing outing, especially those that travel to a remote area, and it is best to accept them as part of the adventure. Peak Mountain Guides' trip preparations and local experience help ensure you will accomplish a lot in a short period of time, but it is important to keep in mind that no guide service is able to insulate you from unusual events that arise without warning. With that said, it is worth noting that almost all programs go as planned and most participants enjoy the adventure of climbing in a wilderness location like the high desert around Moab.

Peak Mountain Guides LLC reserves the right to change the itinerary of the trip, or cancel segments of the trip, at any time before or during the program. In the event of early cancellation of the program, Peak Mountain Guides LLC may issue partial refunds of program fees on a pro-rated basis. Whether or not refunds are issued is solely at the discretion of Peak Mountain Guides LLC. In the event of cancellation of a program Peak Mountain Guides LLC is not responsible for expenses incurred in preparation for the program, such as airfare or travel costs.

I, (name) _____, have read, understand, and agree to the terms of the cancellation policies and trip operations described above.

Signature _____ **Date** _____

Parent/Guardian signature if under 18 _____

PARTICIPANT MEDICAL RECORD

PART 1: General Information

1. Name of program _____ Dates _____
2. Applicant's full name _____
Age at program start _____ Height _____ Weight _____
4. In case of emergency notify _____ Relationship _____
Emergency contact phone: Home _____ Business _____
5. Regular physician name _____ Phone _____
6. Each participant is responsible for any medical expenses and must be covered by his/her own sickness and accident insurance. Please be sure your policy will cover you while climbing and skiing.
Insurance carrier name _____
Address _____ City _____ State _____ Zip _____
Policy or certificate number _____ Phone _____

PART 2: Participant History – Past and Present Medical Conditions

Please fill in every blank, or mark N/A if not applicable. Complete disclosure of all medical and health history is essential so we can provide the safest and most enjoyable experience possible.

1. Do you have any **dietary restrictions** and/or preferences? Please describe: _____

2. Do you have any **allergies**? Include medicines, foods, insect bites and stings. _____

What is your reaction to the allergy and what medications are required (if any)? _____

3. Please list any **medications** you will be taking during this trip: _____
What are you taking the medication(s) for? _____

4. Do you have, or have you had, any of the following **conditions**?

	Yes	No		Yes	No
High blood pressure	<input type="checkbox"/>	<input type="checkbox"/>	Frostbite	<input type="checkbox"/>	<input type="checkbox"/>
Heart Disease	<input type="checkbox"/>	<input type="checkbox"/>	Circulation Problems	<input type="checkbox"/>	<input type="checkbox"/>
Irregular Heartbeat	<input type="checkbox"/>	<input type="checkbox"/>	Headaches	<input type="checkbox"/>	<input type="checkbox"/>
Family History of Heart Attack	<input type="checkbox"/>	<input type="checkbox"/>	Head Injury	<input type="checkbox"/>	<input type="checkbox"/>
Seizure Disorder	<input type="checkbox"/>	<input type="checkbox"/>	Gastrointestinal Problems	<input type="checkbox"/>	<input type="checkbox"/>
Respiratory Problems	<input type="checkbox"/>	<input type="checkbox"/>	Blood disorder	<input type="checkbox"/>	<input type="checkbox"/>
Asthma	<input type="checkbox"/>	<input type="checkbox"/>	Diabetes	<input type="checkbox"/>	<input type="checkbox"/>
Joint Problems (knee, shoulder, etc)	<input type="checkbox"/>	<input type="checkbox"/>	Neck or Back Problems	<input type="checkbox"/>	<input type="checkbox"/>
Altitude related illness	<input type="checkbox"/>	<input type="checkbox"/>	Currently Pregnant	<input type="checkbox"/>	<input type="checkbox"/>
Musculoskeletal injuries	<input type="checkbox"/>	<input type="checkbox"/>	Recent surgeries	<input type="checkbox"/>	<input type="checkbox"/>
Fainting or Dizziness	<input type="checkbox"/>	<input type="checkbox"/>	Chronic illness	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>			

If you answered "yes" to any of the above items, please explain each in detail. Attach an additional sheet if necessary.

In the past two years, have you had any major accidents or illnesses? If yes, please describe.

Please note any other physical limitations or medical conditions that might restrict your full participation in this program.

PART 3: Exercise Activity

Please list the activities you engage in daily or weekly that indicate your current fitness level.

What special things will you be doing to prepare for this trip? _____

PART 4: Remote Trip Considerations

This climbing program takes place in a remote location where medical care, evacuation capability, and general health could be compromised. Climbing destinations may be far from medical facilities and supplies, and rapid evacuation in the event of an accident or illness may be difficult. Poor weather may cause discomfort and could lead to illness.

We **strongly suggest** you consult with your doctor, and receive a complete physical, prior to the program. If your doctor would like a thorough description of the rigors involved in the program please have him/her contact Peak Mountain Guides. We also **strongly suggest** you purchase trip insurance to cover the cost of your program fees and travel costs in the event you need to cancel your program because of personal injury, business or family emergencies, or any other unforeseen circumstances.

I hereby certify that I am in sufficiently good health to attend this Moab Rock Climbing program offered by Peak Mountain Guides LLC. The information provided above is a complete and accurate statement of the physical factors that may affect my participation a Moab Rock Climbing program offered by Peak Mountain Guides LLC. I realize that failure to disclose such information could result in harm to myself or my fellow participants, and I agree to indemnify and hold harmless Peak Mountain Guides LLC if all relevant information is not disclosed. I also agree to notify Peak Mountain Guides LLC if there is any change in my health prior to the program. In the event of accident or illness I give permission for emergency anesthesia, operation, hospitalization or other treatment that might become necessary.

Applicants signature _____ Date _____

Applicants printed name _____

Parent/Guardian signature if under 18 _____

*On the first day of the program you will also be asked to complete a
“Liability Release, Waiver and Indemnification, and Express Assumption of Risk” form
Please see example on the next page*

**LIABILITY RELEASE, WAIVER AND INDEMNIFICATION,
AND EXPRESS ASSUMPTION OF RISK
PEAK MOUNTAIN GUIDES LLC**

THIS COPY FOR REVIEW ONLY - THIS COPY FOR REVIEW ONLY

THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK (the “Release”). Read it carefully, fill in all blanks, initial each paragraph as evidence of your agreement, and sign where indicated below.

____ 1. I, _____, hereby affirm that I have read this Release in its entirety. By my signature below and by my initialing each paragraph, I agree to each and every term and condition of this Release.

____ 2. I have voluntarily requested that Peak Mountain Guides LLC take me ice climbing, rock climbing, mountaineering, ski touring, or ski mountaineering. I understand that ice climbing, rock climbing, mountaineering, ski touring, and ski mountaineering are extremely dangerous, strenuous, and physically demanding activities. (The activity I have chosen is referred to herein as the “Activity”). I am unaware of any physical or mental condition that would (a) prevent me from safely participating in the Activity or (b) endanger my health or safety or the health and safety of others due to my participation in the Activity. I attest that I am physically fit and competent to participate in the Activity I have chosen, and that all of my questions regarding the Activity have been answered to my satisfaction. I further acknowledge that I am responsible for my own health, safety, and welfare. I have adequate insurance to cover any injury or damage that I may suffer or cause while participating or I agree to bear the cost of such injury or damage personally.

____ 3. I understand the risks and hazards of the Activity. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THE ACTIVITY, INCLUDING THE RISK OF SERIOUS PERSONAL INJURIES, PARALYSIS, AND DEATH. I understand that the hazards and risks of the Activity include, but are not limited to: traveling to, from, and in mountainous terrain; car, bus, train and/or plane accidents; accident or illness in remote places without any or adequate medical facilities; being hit or crushed by falling rocks, ice, snow, equipment, climbers, or other debris; falling; head injuries; sprained or broken bones; avalanches; falling into crevasses; river crossings; equipment failure; dehydration; hypothermia; injury due to the errors and/or negligence of myself, Peak Mountain Guides LLC, other guides, and/or others; exposure to extreme heat or cold, rain or snow, high altitude, thunderstorms and/or lightning; acute mountain sickness; cerebral and/or pulmonary edema; and criminal and/or terrorist acts. I understand that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in the Activity to which I may be exposed.

____ 4. IN ADDITION TO ANY FEES I HAVE PAID OR WILL PAY, AS LAWFUL CONSIDERATION FOR MY BEING ALLOWED TO PARTICIPATE IN THE ACTIVITY:

____ a. I, on behalf of myself, my family, heirs, successors, assigns, and anyone claiming any interest through me, hereby KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY AND AGREE TO HOLD HARMLESS Peak Mountain Guides LLC and all officers, agents, employees, stockholders, members, directors, managers, volunteers, and all other persons or entities associated with Peak Mountain Guides LLC (herein collectively referred to as the “Released Parties”) FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEY FEES AND COSTS), THAT I, my family, heirs, successors, assigns, and anyone claiming any interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY, whether such any damage, injury, paralysis, loss, or death results from NEGLIGENCE of any of the Released Parties or from some other cause.

____ b. I understand and agree that none of the Released Parties may be held liable or responsible in any way to me or my family, heirs, successors, assigns, or anyone claiming any interest through me, for any injury, death, or other damages that may occur as a result of my participation in the Activity or as a result of the negligence of any participant or party, including the Released Parties, whether passive or active.

____ c. I hereby personally assume all risks, whether foreseen or unforeseen, in connection with the Activity, for any harm, injury or damage that may befall me while I participate in the Activity, including the risk of negligence of any party or participant, including the Released Parties.

_____ d. I hereby accept full responsibility for any and all damage, injury, paralysis, or death arising out of my participation in the Activity. I understand and explicitly agree that neither I, my family, heirs, successors, assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against any of the Released Parties as a result of any such damage, injury, paralysis, loss, or death to myself or any other person or property that arises out of my participation in the Activity. I, on behalf of myself (and my estate if I perish), hereby agree to hold harmless and indemnify all of the above named Released Parties for any and all claims, including attorney fees and costs, which may be brought against any or all of the Released Parties by any person or entity claiming to have been injured as a result of any injury, including death, to me or my property which may occur as a result of my participation in the Activity.

_____ 5. I acknowledge that a UIAA approved helmet may help prevent head injuries. If I do not wear a helmet at any time during my participation in the Activity, which I acknowledge is against the advice of the Released Parties, I hereby waive all claims and release the Released Parties from any and all liability associated with my voluntary refusal or failure to wear a safety helmet.

_____ 6. By signing this Release, it is my intent to release, waive, hold harmless, and indemnify all of the Released Parties from all liability connected with my participation in the Activity (including, but not limited to the negligence of the Released Parties, whether passive or active), and to personally assume all risk of injury or death. I understand that the terms of this Release are contractual and not a mere recital and understand that I would not be permitted to participate in the Activity without entering this Release. I have signed this Release voluntarily and of my own free will.

_____ 7. I understand that my participation in the Activity may be photographed and promoted by Peak Mountain Guides LLC, and in consideration for permission to participate in the Activity, I hereby give permission to Peak Mountain Guides LLC to use my likeness for any purpose whatsoever.

_____ 8. This Release shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado, irrespective of the fact that I am now or may become a resident of a different state or nation, and without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Colorado. If any lawsuit or claim is brought regarding of my participation in the Activity, I agree that jurisdiction and venue for such suit shall be in state or federal courts located in Colorado and hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled. If any provision of this Release is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall be deemed amended to conform to the requirements of the law so as to be valid and enforceable, provided that such provision shall be curtailed, limited, or eliminated only to the minimum extent necessary to remove the invalidity, illegality, or unenforceability, or if it cannot be amended without materially altering the intention of the parties, it shall be stricken to the least extent possible, and the remainder of the Release shall remain in full force and effect.

_____ 9. I have read and understand this liability release and express assumption of risk, and sign this Release on behalf of myself, my estate, and my heirs.

Signature: _____ Date: _____

Print Name: _____

Parent/Guardian signature if under 18 _____

Print Address and Phone: _____

Witness: _____

