

ACKNOWLEDGEMENT OF HAZARDS-ASSUMPTION OF RISK
WAIVER OF LIABILITY FOR *FOUR SEASON GUIDES, LLC* A LEGAL DOCUMENT
Four Season Outfitters and Four Season Guides, LLC are separate and distinct entities.

Significant efforts have been made to give you a rewarding experience, yet there are risks to you and your property that in extreme cases could lead to the loss of your property, permanent trauma/injury or even death. In consideration of being accepted as a canyoneering, hiking, kayaking and/or camping client with *Four Season Guides*, I the undersigned hereby agree to the following:

ASSUMPTION OF RISK- I hereby acknowledge, accept, and agree that the sport of canyoneering, hiking, kayaking and camping [C/H/K/C] (hereinafter referred to as "C/H/K/C") involves inherent risks including but not limited to:

- a. All manner of traumatic injuries even including the possibility of serious permanent injury and/or death, as the result of falling from and/or hitting rocks;
- b. Permanent injuries, illness and/or death resulting from camp food, animals, reptiles, or insects even including the possibility of serious permanent injury and death;
- c. Failure to follow instructions, failure to ask for instructions, or clarification;
- d. Permanent injuries and/or death caused from falls due to failure of ropes, slings, harnesses, chains, or other climbing equipment;
- e. Permanent injuries and/or death caused from falling rocks, falling trees, ice, Snow, wind or flash floods;
- f. Permanent injuries and/or death caused by the malfunction of any equipment;
- g. Permanent illness and/or death caused by altitude illness.

I further acknowledge that the above list is NOT inclusive of all possible risks associated with mountaineering, hiking, and camping and that I understand and accept these risks. I further acknowledge that I have had ample opportunity to ask any and all questions of *Four Season Guides* staff.

1. **RELEASE-** I hereby release and discharge *Four Season Guides* its owners, affiliates, agents, employees, and their successors and assigns, from any and all liabilities, suits, claims and demand actions or damages (including but not limited to attorney fees and disbursements) incurred by me arising out of participation in activities associated with these activities (C/H/K/C), including without limitation, all claims for property damage, personal injuries or wrongful death even to the extent that such a loss or damages is caused by or results from the negligence of any such party. This release is binding on my heirs, assigns and agents.
2. **INDEMNIFICATION-** I hereby agree to indemnify and hold harmless *Four Season Guides* its owners, affiliates, agents, and employees and their successors and assigns, from any and all action, claims, demands, losses and costs of any nature whatsoever arising out of or in anyway relating to my activities with *Four Season Guides* including that caused by the negligence of any party. This indemnification is binding on my heirs, assigns, and agents. The terms of this agreement shall continue in affect after the trip. The site and governing laws of any suit shall be in and of Arizona. In short, I acknowledge that I cannot sue or collect money from *Four Season Guides*.

Initials_____ Date_____

3. AGREEMENT TO FOLLOW SAFETY POLICIES OF *FOUR SEASON GUIDES*- I assume full responsibility for my own safety, as well as the others I may impact while involved with *Four Season Guides* whose safety policy I agree to abide by, and enforce. This includes, but is not limited to:

- a. Clients are to follow the guide’s instructions, but are to question at a rest stop or inactive periods (safe and appropriate times) anything appearing unsafe or unclear. If I see or hear anything I feel is potentially or actually dangerous, I understand it is my responsibility to question or inform *Four Season Guides* employees, until corrected or satisfactorily answered;
- b. When a client is tied in they must remain tied in until the guide tells them “off belay;”
- c. Furnished equipment must only be exchanges for personal equipment with *Four Season Guides* written permission;
- d. Climbers will tie directly into harness with figure 8 retrace using single or double grapevine safety; and
- e. Clients will follow the field sanitation guidelines of *Four Season Guides*, which reserve the right to remove me from the trip or outing permanently or for a specified time for any breach of safety policies, or for any conduct that is viewed as unsafe or inappropriate.

As part of this contract I hereby acknowledge in my own handwriting “I have read, understood, and agree to abide by the terms of this agreement in its entirety.” (Write this phrase on the line below)

(I have read, understood, and agree to abide by the terms of this agreement in its entirety)

_____, 20
Client Signature Date

_____, 20
Responsible Adult (minors under 18) Date

Relationship to Minor

Client Name (Print Clearly) _____

Trip you are going on and Date _____

Date of Birth _____

Address _____

City, State, Zip _____

Telephone Number _____

Emergency Contact _____