

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

Navy Morale, Welfare and Recreation (MWR) Department _____ and its staff have done everything possible to assure that our patrons experience a rewarding experience. We wish to inform our patrons that Mountaineering is not risk free. The same elements that contribute to the unique character and fun of Mountaineering such as physical exertion or the terrain can cause loss or damage to equipment, and injury, illness, or in extreme cases, permanent trauma or death to myself or others under my supervision. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read, sign, and return this document to our office.

MOUNTAINEERING ACKNOWLEDGMENT OF RISK

You will be living, camping, and traveling out of doors, where you are subject to numerous risks, environmental and otherwise. Activities vary from trip to trip and include hiking, backpacking, camping, rock climbing and mountaineering.

Meals are prepared over stoves and sometimes-open fires, water often requires disinfecting before use. Camping hazards may include burns, cuts, diarrhea and flu-like illness, and falling timber.

Travel is by vehicle and on foot. Travel by foot is over rugged unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collision, falling; drowning and others usually associated with such travel, as well as environmental risks.

Environmental risks include rapidly moving, deep or cold water, insects snakes, and predators, including large animals; falling and rolling rock: lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks are frostbite, high altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Decisions are made by the instructors and participants in a wildness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Participants may have free and unsupervised time. Throughout the trip, participants are responsible for their own safety and for the safety of other members of their group.

Rock climbing like all outdoor recreation activities is hazardous. The obvious accidents that occur in rock climbing are falling while climbing. Whenever you fall you may fall only a few feet or all the way to the ground. As you fall you may hit objects or the rock the are in your path. If the rope breaks your fall, the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height.

As part of the Mountaineering trip, Navy MWR Department _____ may provide transportation by motor vehicle, van, or bus to and from the starting and ending point. In that event, I understand and agree that I cannot hold _____ liable for any injury I received due to the transportation Navy MWR Department _____ provides. Accidents occur during travel to and from the starting and ending point of the trip over the roads and highway. I agree that terms of this release shall cover any injury I receive due to an accident on the part of Navy MWR Department _____ whether by their negligence or the negligence of others.

In addition to the hazards of falling, objects falling off the rock may hit you. Rocks, branches, climbing equipment and even people may fall and hit you as you are standing at the base or while climbing. Equipment may fail. Climbing and Mountaineering equipment is tested before use, however the extreme conditions of the environment in which climbing equipment is used in conjunction with the damages caused by the rock can cause climbing equipment to fail. The rock may break to which you are holding or to which you have placed protection causing you to fall or causing your protection to pull out from the rock. As you climb you may pull out protection from the rock. You may experience cuts from holding on to the rock. You may also experience rope burns from handling the rope.

You may experience Ice Climbing or moving across snowfields on your trip. Ice Climbing is a technical activity involving the use of ice axes and crampons. Ice axes must be used properly to be effective and to prevent injury to you or other people. Crampons have sharp points on the bottom and front of the boot. These points are dangerous to you and other people. Make sure you understand how to walk in crampons before doing so.

Ice Climbing involves cold, water and ice on the vertical. Moving vertical on ice requires some strength and skill. Ice is constantly falling and can cause injury if you are hit by it. Other objects that fall due to thawing or knocked down by the ice may also hit you.

Glacier travel is always dangerous. Crossing crevasses or walking over snow bridges covering a crevasse can always lead to a fall. You will need to learn and understand crevasse rescue on this trip. Falling into a crevasse can cause injuries due to the fall or objects hitting you during and after your fall. You may also be injured while stopping in the bottom or wedging into the sides. Once in a crevasse you will be subject to cold and hypothermia.

Another aspect of glacier travel you need to be aware of is the danger from seracs, ice and snow. Many times while crossing glaciers or hiking in the mountains, you will be in an area where seracs or ice can fall injuring or killing you. Seracs are large blocks of ice you may need to walk near or around.

Avalanches are also a constant threat in the mountains. An avalanche is a snow that has released from the mountain and is moving down the mountainside. If you are trapped in an avalanche you can be injured by the avalanche or trapped in the avalanche, which may kill you. You will trek at altitudes, which you will not be accustomed to. You will be hiking to at least _____ feet (_____ meters) and possibly _____ feet (_____ meters) above sea level. Altitude sickness is the term used to describe the effects on a human body at altitudes higher than the person is accustomed to. Altitude sickness is usually associated with nausea, headaches and a loss of appetite. If this occurs, you need to contact your guides immediately.

I understand the Mountaineering which I am undertaking includes a high degree of risk I can become Hypothermic. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Hypothermia means you are becoming cold enough to die. Being wet and in the wind contributes to Hypothermia. Make sure you have adequate clothing to combat Hypothermia. Hypothermia can quickly result in death.

High Altitude Pulmonary Edema (HAPE) and High Altitude Cerebral Edema (HACE) occur when you are at altitudes and have not acclimated properly. HAPE and HACE can be fatal if not treated quickly. Treatment is quick decent to a lower altitude.

Medical care, as you understand it is not available outside the United States. You will be several hours travel by water, porter or other non-vehicular transportation from any medical facility. The medical facility you may be treated in will not have the same standards as hospitals or doctor's offices in the United States. The medical personnel you will be treated by may not have the same training as medical personnel in the United States. Decisions are made by the instructors and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Participants may have free and unsupervised time. Throughout the program, participants are responsible for their own safety and for the safety of other members of their group. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma, or accidents that may occur while exploring the MOUNTAINEERING. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them, and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the Mountaineering. I understand there are no guarantees in mountaineering at this level. These guarantees involve any promise of attaining a summit as well as any guaranty of my survival. High altitude mountaineering is an activity involving a high degree of risk. I understand and agree to assume those risks.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children, and myself are fully capable of participating in a Mountaineering trip/program or activity. I state that I have read the above statement on some of the possible risks in Mountaineering trip/program or activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant on the trip, or the negligence of Navy MWR Department _____ and its staff. I also understand that Navy MWR Department _____ reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Mountaineering. My family and I are in good physical condition and able to undertake this activity.

I agree to indemnify and hold harmless Navy MWR, Navy MWR Department _____, _____ and its staff, and the U.S. Navy and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting

from my families or my participation in these activities. I further agree to release, acquit and covenant not to sue Navy MWR, Navy MWR Department _____, _____ and its staff, and the U.S. Navy and its members, agents and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Navy MWR Department _____ and its staff or my family, myself, or my heirs, against Navy MWR Department _____ arising out of participation in this Mountaineering trip/program or activity. In short, I cannot sue Navy MWR, Navy MWR Department _____, _____ and its staff, and the U.S. Navy and its members, and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, which ever is applicable. The terms of this agreement shall continue and be in effect after the Mountaineering trip/program or activity has ended.

As liquidated damages, I hereby agree that if U.S. Navy, Navy MWR or _____ is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf; accordingly, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release to Navy MWR Department _____ and its staff the use of my image in any photograph or video recording for any purpose of Navy MWR Department _____.

I have adequate health, disability and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility or hospital, and I authorize any guide, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "AIDS" status, in the possession of Navy MWR Department _____ to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against Navy MWR, Navy MWR Department _____, _____ and its staff, and the U.S. Navy and its staff or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information including my HIV or "AIDS" status.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family _____ Date.

☐ By checking this box, I indicate that my family and I have previous _____ experience.

☐ No one in my family or I have any medical condition that would prevent our participation in this activity except: _____.

I have read and understood this agreement.

FIRST PARTICIPANT SIGNATURE

SECOND PARTICIPANT SIGNATURE

PRINTED NAME

PRINTED NAME

ADDRESS

THIRD PARTICIPANT SIGNATURE

PRINTED NAME

PHONE: _____

IN CASE OF EMERGENCY PLEASE CONTACT: _____

PHONE: _____

I CARRY MEDICAL INSURANCE. YES ___ NO ___ GROUP NUMBER: _____

NAME OF PROVIDER: _____