

Release of Liability, 2010

## South America Snow Sessions LLC

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### 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**

*SOUTH AMERICA SNOW SESSIONS LLC* has done everything possible to assure that our guests experience a rewarding experience. We wish to inform our guests that Skiing and Snowboarding is not risk free. The same elements that contribute to the unique character and fun of skiing and snowboarding such as the physical exertion or the speed can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. 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 the some of the possible risks. We ask that you read this, sign it, and return it to our office.

### ACKNOWLEDGMENT OF RISK

There are risks that accompany all aspects of life as well as downhill skiing and snowboarding. Some of these risks are inherent to the activity; some are changed, increased or decreased due to the activities of *South America Snow Sessions LLC*. You must you to understand and accept all of the risks of the activity, inherent and others. By understanding these risks, you will have a better trip and enjoy your trip.

**Winter Downhill Sports:** The risks of Skiing, Ski Boarding, Telemark Skiing and Snowboarding include but are not limited to boarding, riding and disembarking ski lifts; changing weather conditions, avalanches, exposed rock, earth, ice and other natural objects, trees, tree stumps and forest dead fall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface of sub-surface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers; fences, snowmaking equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other skiers or snowboarders; the failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers and snowboarders.

I am aware that these dangers exist throughout the ski area and that many are unmarked.

Telemark skiing, backcountry skiing, randonnée skiing, cross country skiing or alpine skiing, alpine touring, skating, diagonal skiing, powder skiing, extreme skiing, or classic skiing are quite different from downhill skiing. I understand there are several differences in the way the skis and bindings work. I understand that these bindings do not release. In general, this type of skiing has different risks than downhill skiing and I understand and accept these risks.

There is a risk of Backcountry Skiing including hitting trees and other objects, both visible and hidden. You can sustain finger, hand and wrist injuries from your poles being snagged. Broken equipment can mean difficulty getting back to safety or forced bivouacs. Snow covered landmarks make navigation difficult. Snowstorms, blizzards or "whiteouts" make movement difficult if not impossible and navigation impossible.

Backcountry skiing requires you to provide your own propulsion. There are no lifts. Any movement will be based on your own energy, muscles, skill and actions.

**Snowboarding:** Snowboarding is quite different from downhill skiing. I understand there are several differences in the way the board and bindings work. I understand that these bindings do not release. In general, this type of skiing has different risks than downhill skiing and I understand and accept these risks.

Because the binding does not release you from the board, a major risk if snowboarding is falling headfirst into a tree well or pit. A tree well is the area immediately around the trunk of a tree where the snow is not as thick or may be empty of snow. Falling into a tree well headfirst may suspend a boarder upside down with no way of extricating himself or herself from the position.

Snowboarders fall differently than skiers. Fallers frequently have the opportunity to brace themselves before impact with the hands, frequently causing wrist and hand damages. Snowboarders frequently fall backwards injuring their buttocks.

**Terrain Parks and Freestyle Skiing/Snowboarding:** Freestyle skiing is a term used to define the aerial, trick, jumps and other activities that have become common and competitive in the past years. Freestyle also describes activities in terrain parks. Freestyle skiing involves leaving the ground to do arials, inverted arials, tricks, flips, somersaults and other activities. It means using and performing in terrain parks, rails, jumps and other manmade and natural activities. All of these activities have an increased risk for injury and catastrophic injury over skiing and snowboarding.

**Avalanches:** Avalanches are a constant danger in the mountains. An avalanche is 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. Avalanches are normally fatal if you are not found within 15 to 30 minutes. Avalanche forecasting is difficult and not a science.

You may be using a transceiver. An avalanche transceiver or beacon is a radio device you wear. If you are trapped in an avalanche someone wearing another beacon can use his or her beacon to locate you. You should be well trained in the use of a beacon before venturing in avalanche country.

**Mountain Travel:** Traveling in the mountains is always dangerous. Another aspect of mountain travel you need to be aware of is the danger from seracs, ice wind lips, and cornices. Many times while hiking in the mountains, you will be in an area where seracs or other ice and/or snow can fall injuring or killing you.

**Equipment:** I understand that I will be demonstrating or using equipment that I am probably unfamiliar with and may not understand. I agree to ask questions concerning the use and operation of the equipment before I test the equipment. I understand that using such equipment in these conditions creates a higher risk of equipment failure and injury. I agree to not hold the South America Snow Sessions LLC liable for any failure of the equipment under these conditions and my knowledge and skill. I also understand and agree not to sue South America Snow Sessions LLC for any equipment failure, breakage or malfunction of the equipment. I am participating in the activity of my own free will and volition and agree to learn more about the equipment.

Because I am unfamiliar with the use and operation of this equipment, I have a greater chance of injury due to loss of control or skier error. The inability to avoid obstacles, control your speed or change course increases significantly your chances of injury. Remember to ski in control at all times and follow all warnings and posted notices. Until you are familiar with the use of the Demo equipment ski in control and do not do any activity with which you are not familiar.

**Altitude Illnesses:** You will trek at altitudes to which you will not be accustomed. You will be skiing to at least 7000 feet and possibly 12,000 feet 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 symptoms

include nausea, headaches, and a loss of appetite. If this occurs, you need to contact your guides immediately.

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

**Hypothermia:** Your guide will attempt to monitor your water intake and general well being, however, it is your responsibility to take care of yourself, pay attention to your guide's advice and notify your guide if you are not feeling well. Skiing includes a high degree of risk for Hypothermia. 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. Being wet and in the wind contributes to Hypothermia. You need to understand hypothermia and to have adequate and the correct clothing to combat Hypothermia. Hypothermia can quickly result in death.

**Instructors:** Decisions are made by the instructors, guides 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. Guide decisions are based on experience, observation, participant abilities and numerous other factors at the time. Weather can change, participants can tire, and abilities are not as stated which may change the entire situation placing people at risk. As a participant, you accept these risks and situations based on guide decisions and other factors.

**Transportation:** You will be traveling in a foreign country on foreign airlines, busses, train and other modes of transportation. *South America Snow Sessions LLC* is not a Common Carrier, but is in the business of providing recreational and instruction snow sport activities. Transportation to and from the activity is incidental to the activity. Accidents occur during travel to and from the starting and ending point of the trip over trails, roads and highways. I agree the terms of this release shall cover any injury I receive due to a vehicular accident on the part of *South America Snow Sessions LLC* whether by their negligence or the negligence of others.

**Medical Care:** Medical cares, as you understand it is not available outside the United States. You will be several hours travel from any medical facility. Transportation may be by car, ambulance, litter or other form of local transportation. The instructors will probably be the immediate medical care that will be available. 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 U.S.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

**Participant Responsibilities:** 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.

South America Snow Sessions is not making any decisions about your ability to participate in this activity. Based on this information and other information you should research and learn on your own you must decide to assume the risks of the activity and the camp. This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while skiing and boarding. 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 activity.

I certify that my minor child is fully capable of participating in a ski camp program. I state that I have read the above statement on some of the possible risks in this 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, or the negligence of *South America Snow Sessions LLC*. I also understand that *South America Snow Sessions LLC* reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the ski and snowboard racing program. My family and I are in good physical condition and able to undertake this activity.

### **CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION**

I agree to indemnify and hold harmless South America Snow Sessions LLC its owners, managers, agents, employees, contractors and manufacturers 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 *South America Snow Sessions LLC*, their 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 South America Snow Sessions LLC, negligence of another participant, or my family, myself, or my heirs, against South America Snow Sessions LLC arising out of participation in this program. In short, I cannot sue South America Snow Sessions LLC for any reason I or my child may receive an injury and if I do, I cannot collect any money.

Any controversy or claim arising out of or relating to this contract or any part of this contract shall be settled by binding arbitration in Venice and Florida in accordance with the Commercial Arbitration Rules of The American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be in Venice Florida and governed by Florida law. The terms of this agreement shall continue and be in effect after the ski and snowboard camp has ended.

As liquidated damages, I hereby agree that if *South America Snow Sessions LLC* is forced to defend any action, lawsuit or litigation **or for breach of the covenant not to sue**, by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay *South America Snow Sessions LLC's* costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should any sentence, clause, 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. **This release is intended to be interpreted as broadly as possible to effect the intent and purpose of the release.**

I authorize and release to *South America Snow Sessions LLC* the use of my image in any photograph or video recording for any purpose of *South America Snow Sessions LLC*.

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

I hereby give permission for transportation to any medical facility, hospital and I authorize for any qualified 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 South America Snow Sessions LLC 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 South America Snow Sessions LLC 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 this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

By checking this box, I indicate that my family and I have previous ACTIVITY experience.  
 No one in my family or I have any medical condition that would prevent our participation in this activity except:

\_\_\_\_\_  
*This release is effective in preventing claims or litigation for injuries my child may receive.*

**I Have Read and Understood this Agreement. I Am Voluntarily Signing this Agreement. I understand I am giving up certain legal rights on behalf of myself and my child.**

\_\_\_\_\_  
PARENT SIGNATURE

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SECOND PARENT SIGNATURE

PHONE: [\_\_\_\_\_] \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

IN CASE OF EMERGENCY, PLEASE CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

I CARRY MEDICAL INSURANCE? YES \_\_\_\_\_ NO \_\_\_\_\_ GROUP NUMBER: \_\_\_\_\_

NAME OF PROVIDER: \_\_\_\_\_

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