



American Climber Science Program
www.climberscience.com | www.mountainscience.org
Email: climberscience@gmail.com

Acknowledgment of Risk & Assumption of Responsibility

There are significant elements of risk involved in the activities of the American Climber Science Program, which is a Colorado non-profit corporation (with its directors, officers, representatives, independent contractors, volunteers and other persons and entities associated with it, the "ACSP"). We don't want to frighten you or reduce your enthusiasm for any of these activities, but we do think it's important for you to know in advance what to expect and to be informed of the inherent and other risks, both known and unknown. **In consideration of your participation in the ACSP's activities, you expressly agree and acknowledge as follows:**

RESPONSIBILITY: The ACSP is a charitable, non-profit organization. Its activities are led and organized by volunteers who are not paid or trained professional guides, instructors or leaders. Its expeditions are not guided tours, expeditions or holidays, and are not designed for tourists. In all ACSP activities, I acknowledge and agree that I am solely responsible for my own safety. I take full and sole responsibility for having the appropriate skills, physical conditioning, equipment and supplies appropriate for the activities in which I'm involved. I also take full and sole responsibility for exercising my own judgment regarding my skills, abilities and conditioning and whether to participate or continue participating in a particular activity.

ACKNOWLEDGEMENT OF RISKS: The activities of the ACSP include, among other things, hiking, trekking, backpacking, camping and living outdoors, mountaineering, skiing, ski mountaineering, alpine, rock and ice climbing, boating, canoeing, kayaking and swimming, as well as transportation to and from these activities. These activities involve inherent and other risks, hazards and dangers (referred to collectively as "risks") that can cause or lead to property damage, injury, death, disability and emotional and mental trauma. The ACSP conducts its activities at high altitude and in other extreme environments in foreign countries, which augments the risks involved in its activities. Some but not all of the risks associated with the ACSP's activities include: (i) cold weather, heat-related and altitude-related injuries and illnesses, including frostbite, hypothermia, heat exhaustion, heat stroke, sunburn, dehydration, acute mountain sickness, high altitude pulmonary edema and high altitude cerebral edema; (ii) hazardous and unpredictable ground, water, weather and other environmental conditions, including avalanches, rock and ice fall, snow storms, blizzards, whiteouts, thunder, lightning and extreme temperatures; (iii) risks associated with crossing, climbing or down climbing mountains, rock, ice or glaciers, including significant risk of falling or of being hit by falling rock, ice or other objects; (iv) lake, river and other water crossings and portaging; (v) risks associated with watercraft, including changes in current, submerged, semi-submerged and overhanging objects, capsizing, swamping or sinking of watercraft and resultant injury, hypothermia or drowning; (vi) exposure to hazardous insects, reptiles, animals and plant life; (vii) risks associated with travel in foreign countries, including the risk of political instability, acts of terrorism, being unable to communicate effectively or at all, exposure to bacteria, virus, diseases and other health conditions that are rare or unknown in my home country and medical standards of care and treatment that are lower than or different from those in my home country; (viii) travel in remote areas that may cause delays or difficulties with transportation, rescue and medical care; (ix) risks associated with equipment, including the risk

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that equipment may fail or malfunction or that I or others will not use equipment properly or effectively; (x) risks associated with my skill level, physical condition, sense of balance, coordination and judgment, as well as with the physical exertion required by the activities in which I am participating; (xi) misjudgments made by leaders, other participants, independent contractors and medical and rescue personnel; and (xii) the potential that I or others, including leaders, other participants and medical and rescue personnel, may act carelessly or recklessly. I understand that the description of these risks is not complete and that unknown risks may exist or arise.

ASSUMPTION OF RISK AND RESPONSIBILITY: I acknowledge that my participation in the ACSP's activities is purely voluntary. No one is forcing me to participate and I elect to participate despite the risks. I assume full responsibility for the risks identified above and those not specifically identified, and for any injury, death, disability, emotional or mental trauma or property damage that may result in connection with my participation in any activity of the ACSP.

RELEASE AND WAIVER: I hereby release and agree not to sue the ACSP in regard to any and all claims, liabilities, suits, expenses and damages, including claims resulting from the ACSP's negligence, for any injury, death, disability, emotional or mental trauma, property damage or other loss to me in any way connected with my participation in any activity of the ACSP or from my use of the ACSP's equipment or supplies. I agree to waive all claims I may have against the ACSP and agree that neither I nor anyone acting on my behalf may make a claim against the ACSP.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in any activity of the ACSP. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and medical services that may be incurred on my behalf.

I agree that the laws of Colorado govern this Acknowledgement & Assumption and all other aspects of my relationship with the ACSP, and that any mediation, suit or other proceeding must be filed or entered into in Colorado. This Acknowledgement & Assumption is intended to be interpreted and enforced to the fullest extent allowed by law. The invalidity or unenforceability of any portion of this Acknowledgement & Assumption shall not affect the validity or enforceability of any other portion.

I HAVE CAREFULLY READ, UNDERSTOOD AND VOLUNTARILY EXECUTED THIS ACKNOWLEDGEMENT & ASSUMPTION AND AGREE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY MINOR CHILDREN, IF ANY, AND OTHER FAMILY MEMBERS AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE.

Participant Name (First, Middle, Last)

Date

Participant Signature