

PARTICIPANT AGREEMENT: ACKNOWLEDGEMENT AND ASSUMPTION OF RISK,
AND RELEASE OF LIABILITY

Warning: There are significant elements of risk in any adventure activity associated with the outdoors or wilderness. Please read this two-page document carefully. It Contains Important Information and Must Be Signed Prior to Participation.

In consideration of the services of Exposure Alaska LTD, (“Exposure”) (also doing business as MICA Guides (“MICA”)) their employees, affiliates, officers, directors, successors, agents, and assigns, and all other persons or entities associated with it, I agree and acknowledge as follows:

Exposure uses independent contractors for various services, including instruction, guiding, transportation, meals and lodging. Exposure does not retain control over these entities and is not liable for any acts, negligent or willful, or failure to act of any such person, entity or third-party.

The activities of the Exposure trip which I am to participate in entails known and unknown risks, inherent and otherwise, that could result in property damage, physical or emotional injury, or death. It is important to know in advance what to expect and to be informed of the potential dangers. Certain risks are inherent and cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to equipment, injury, illness, or death.

The following describe some, but not all, of the risks of the activities which I may participate in: falling; cold weather and heat related injuries and illnesses including frostnip, frostbite, heat exhaustion, heat stroke, hypothermia and dehydration; an "act of nature" which may include avalanche, rock fall, ice fall, glacier movement, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions; river crossings, fjordings, portaging, or travel including travel to and from the activity; risks associated with crossing, climbing or down climbing of rock, snow and/or ice; equipment failure and/or operator error; discharge of weapons; hidden hazards such as snowbridges, moulines, thin ice or black ice; contact with plants or animals; condition of roads, trails, parking lots or terrain which may be slick due to ice and loose dirt and rocks; risks typically associated with watercraft including change in water flow or current; guide misjudgment; submerged, semi-submerged and overhanging objects, capsizing, swamping or sinking of watercraft and resultant injury, hypothermia or drowning; instructor/guide misjudgment; my sense of balance, physical coordination, and ability to follow instructions; delayed or no means of communication; attack by animals; prolonged delay in ability to obtain medical assistance (evacuation to medical facilities could take 24 hours or longer); and losses due to civil unrest and terrorism.

Some trips allow for unsupervised free time. Free time activities are not part of the Exposure trip and are at your sole risk. Exposure is not responsible for any loss, injury, illness or death which may result from your participation in free time activities.

I understand the description of the above risks is not complete and that other unknown or unanticipated risks may result in property loss or damage, personal or emotional injury, illness or death.

I agree to abide by all written and unwritten rules of Exposure/MICA Guides which may from time to time be made or implemented by Exposure/MICA Guides or their staff.

I warrant that I am in good physical and mental health, and that I have informed Exposure/MICA Guides of any physical or mental condition which may pose a danger to myself or others. I understand that Exposure/MICA Guides reserve the right to deny any person participation before or during a trip if it determines that person to be mentally or physically unprepared. Exposure/MICA Guides reserve the right to require a person to leave at his/her expense if it determines that s/he is unfit to continue or is a danger to himself/herself or others. I hereby consent to and permit emergency treatment in the event of injury or illness. I either have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

I agree to defend, hold harmless, and indemnify Exposure Alaska LTD, (doing business as MICA Guides) from any claim, liability, loss, damages or expenses resulting from a claim brought by a fellow participant, rescuer, or any other person for loss or damage caused by my conduct.

I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention to assume all the risks associated with this trip and to release Exposure/MICA Guides from any and all liabilities.

My participation in this activity is purely voluntary. I agree to assume responsibility for the risks identified herein and those risks not specifically identified, both inherent and otherwise. I assume full responsibility for myself and any minor children, for whom I am responsible, for bodily or emotional injury, accidents, illness, death, loss of personal property, and any related expenses. I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS DOCUMENT. I AGREE TO ACCEPT AND ASSUME ALL OF THE RISKS OF THE ACTIVITIES WHICH I AM TO PARTICIPATE IN. I AGREE TO RELEASE AND DISCHARGE EXPOSURE/MICA GUIDES FROM ALL CLAIMS, LIABILITIES, AND LOSSES ASSERTED BY OR ON BEHALF OF ME ARISING FROM OR RELATED TO MY PARTICIPATION IN THE TRIP. I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP ANY RIGHT TO FILE A LAWSUIT. THIS RELEASE INCLUDES CLAIMS FOR PROPERTY DAMAGE, AS WELL AS CLAIMS FOR PERSONAL/EMOTIONAL INJURY, ILLNESS, OR DEATH CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF EXPOSURE/MICA GUIDES.

If any part of this agreement is found by a court or other authority to be invalid, the remainder of the agreement will be given full force and effect.

Any dispute between Exposure/MICA Guides and me or my heirs, successors, assigns, beneficiaries, parents or guardians arising from or relating to this agreement, my trip, or any information and/or literature concerning the trip shall be resolved exclusively in the State of Alaska, Third Judicial District. Such dispute will be governed by substantive Alaska law. If I have a dispute which cannot be settled through discussions between the parties, I will attempt to settle the dispute first through mediation before a mutually acceptable mediator in the state of Alaska.

Signature of Participant: _____ Date: _____

Print Name: _____

PARENT OR GUARDIAN OF A MINOR:

I, as parent or legal guardian of the above minor, hereby give my permission for the minor to participate in this trip. My signature below reflects my understanding and agreement, for myself and on behalf of the minor, to the terms stated in this Participant Agreement. I have explained to the minor the risks and terms stated in this Participant Agreement. I acknowledge that I am waiving any and all rights that my child or ward may have to bring a lawsuit against Exposure/MICA Guides for any damages, including injury or death, caused in whole or in part by the negligence of Exposure/MICA Guides. I further agree to defend, hold harmless and indemnify Exposure/MICA GUIDES from any claim and from any liability brought by or on behalf of the minor.

Minor Participant's Name: _____

Signature: _____ Date: _____
(Parent or legal guardian if minor)

Print Name: _____