



PARTICIPANT AGREEMENT

We have been leading outdoor wilderness expeditions either personally or professionally for more than 15 years without a serious accident or injury to a participant. However, this is not a guarantee that there will not be a serious accident or injury in the future.

It is important that you partner with Mountain Treks to keep our activities accident free. A simple day of solitude camping or backpacking can become dangerous and potentially life threatening due to errors in judgment or the unpredictable forces of creation. The risk of injury, even serious injury or death, is inherent and unavoidable in undeveloped areas including municipal parks, county open space parks, state parks, national forests, and national parks. But together we can work to minimize risks, respond appropriately to them, and in most cases, prevent them entirely.

This Participant Agreement contains the following:

- Acknowledgement of Risk and Preventative Procedures
- Release of Liability

Acknowledgement of Risk and Preventative Procedures

Some risks are unavoidable, some are not. Risks inherent to camping, backpacking, hiking and community service projects in the U.S. include traffic accidents; rock fall; dehydration; hypothermia; sunburn; heat stroke; flash floods; drowning; venomous arthropods and reptiles; slips, trips, and falls; and severe burns from boiling water or flames in the kitchen area. Mountain Treks staff choose appropriate amounts of risk. Backpacking during inclement weather may be an acceptable risk, but being high on a mountain during a lightning storm is not. Mountain Treks staff are well trained to assess risk and determine if it is acceptable based on the goals of your trek. Each expedition is carefully planned. It is important that you know that, even with all these efforts in preventing and minimizing risk, accidents and injuries can still happen.

Described below are some but not all of the hazards, followed by our policy for managing the risk. These preventative procedures will be followed by all participants. However, we want you to be aware of them so that if you have questions or concerns, you may speak with us beforehand. *Remember, these are not all of the risks inherent in the activities in which you will participate.*

Read this document thoroughly. **Initial in the appropriate place on each page**, signifying that you understand it and will abide by the preventative procedures. After you have read and initialed this document, sign it in the space provided at the end. ***This is a legally binding document.***

If you have any questions or wish to discuss something, please call Lori or Chip Taylor at Mountain Treks at (813) 857-8629.

Transportation

Hazard: You or your group leader will provide transportation to the activity locations. Traveling in a motor vehicle can be dangerous. Accidents happen, leading to injury and death.

Preventive Procedure: All participants are required to wear a seat belt while riding in a motor vehicle. You will be cautious when engaging the driver in conversation while he or she is driving and you will abide by direction given you from your driver.

Camping, Backpacking, and Day Hiking

Hazard: Trail hiking will include backpacking with a full pack over and through loose rocks and boulders of various sizes on uneven terrain, potentially descending and ascending very steep hillsides with loose rock and protruding roots, possibly backpacking along or immediately adjacent to cliffs and drop-offs where any fall could be fatal, and walking through or immediately adjacent to vegetation with spines or needles and poisonous oils.

Preventive Procedure: You will always hike on-trail unless otherwise instructed by your guide. You will maintain situational awareness and watch where you put your feet at all times. You may need to adapt a hiking pace much slower and deliberate than you are used to. You will learn to pack your backpack in such a way as to maintain your balance rather than diminish it. If you need to you, will use trekking poles to maintain your balance. You will wear hiking shoes that provide adequate ankle support and protection.

Hazard: When backpacking or day hiking it is possible to become separated from your group. You may become lost, disoriented, fearful, and/or spend the night alone.

Preventive Procedure: You will travel together as a member of a group. You will pay attention to directions your guide or Leaders of the Day (LODs) give you. If you are strong and fast you must realize that the group cannot move any faster than its slowest member; you must be understanding and patient. If you are slow, you may have to push yourself a little harder in order not to unduly slow the group. When going to the bathroom in an area without developed facilities, you will let someone else in the group know, who will wait for you to return to the trail or group location.

Hazard: Exhaustion and fatigue can affect judgment and lead to an accident.

Preventive Procedure: Tell an Instructor or LOD if you are exhausted. Tired or aching muscles are not exhaustion. You will keep your caloric intake high by snacking throughout the day from foods you will bring. DO NOT diet, fast, or attempt to lose weight while camping and backpacking.

Hazard: Stoves and boiling water can cause severe burns and create other hazards.

Preventive Procedure: You will not engage in horseplay in or near kitchen areas and move slowly and deliberately in kitchen areas; you will use pliers or other pot gripper when moving pots of hot water and not pass them over another person's legs; you will not hold a receptacle to be filled with hot water over your body or another's; you will not place lighters near stoves; you will not cook or operate stoves in your tent or tent vestibule without the direction and presence of your guide.

Hazard: Poor hygiene during or after going to the bathroom can make you or other people sick.

Preventive Procedure: You will take care not to expose your hands or clothing to fecal matter and use hand sanitizer immediately after going to the bathroom.

Hazard: Dehydration can affect judgment, increase the probability and severity of heat illness or hypothermia, lead to an accident, and be life threatening.

Preventive Procedure: You must drink 3-5 quarts of water each day. This may be more than you are used to. You may also consume liquid in hot drinks and soup. You must drink water at every opportunity while backpacking and hiking.

Initial: _____

Hazard: Weather conditions in the southwest U.S. can change rapidly. Overexposure to sun or heat can lead to exhaustion, heatstroke, dehydration, and in extreme cases, death. Inadequate layering of clothing in extreme cold can lead to hypothermia, and in extreme cases, death.

Preventive Procedure: You must learn the symptoms and prevention of heat exhaustion, heatstroke, and hypothermia. You must agree to follow all procedures given by your guide such as proper hydration, avoiding overexposure to sun, wearing sunglasses and a cap, layering, and regulating your body temperature.

Hazard: When hiking up a river, or bathing or swimming in a stream, river, or other natural water body, there is a possibility of flash flood, hypothermia, injury, or drowning.

Preventive Procedure: You will follow all direction from your guide and never swim or wade into water without permission and direct guide supervision. Before hiking up a river you will inform your guide regarding your level of competency in swimming, and you will wear protective boots and use a walking stick if these items are provided to you. When hiking up a river you will seek to stay together with the rest of your group at all times and not become separated, and inform your guide if you are becoming cold or shivering.

Hazard: Poor fitting boots and improperly treated blisters can lead to painful and in some cases incapacitated feet.

Preventive Procedure: If you are using new boots, you must break them in by wearing them daily for at least a week before the trip begins. Change into dry socks and lighter shoes in camp. Take good care of your feet using moleskin or other suitable materials for blisters when necessary. You must tell your guide or LOD when you first feel a hot spot (before a blister develops).

Hazard: Wild animals live in the area where you will camp and backpack, including but not limited to venous arthropods and reptiles, black bears, other mammals, and birds.

Preventive Procedure: You will not approach or seek to feed wildlife. You will check your boots before putting them on each morning. You will not reach a hand under rocks, logs, or vegetation where you cannot see. You will not approach any snake. Groups will hike with accessible bear spray (deterrent) at all times. Food will be hung properly at night and precautions will be taken to cook at a safe distance away from sleeping areas. You will never take food into your tent unless otherwise instructed. You will follow your guide's direction on how to address and respond to animal issues.

Hazard: Allergic reactions and disease may develop due to insect bites or stings, poisonous plants or other allergens.

Preventive Procedures: You will wear bug spray on all exposed skin at all times. You will inform your guide of any pre-existing allergies and provide your own prescribed allergy medication to be inventoried by your guide prior to departure.

Initial: _____

General Attitude

Even a simple day outing on a Mountain Treks expedition can be a life changing experience. However, at times it can be difficult and trying. Weather can be bad. Your fellow participants can be a source of strength or irritation. At times, you may be tired, hungry, and sore. If you are interested only in having fun, then the trek may not be for you. However, if you are willing to experience environments that are beautiful and awe inspiring, and possibly be tested or gain new skills and knowledge in God's creation, then this expedition will be very much to your liking.

Mountain Treks staff have undergone rigorous training designed to give them the skills necessary for outdoor leadership, and have many years of experience. Your safety is their utmost concern. Whether you are a novice or an expert hiker or backpacker, your ability to follow their instruction or redirection is paramount to the safety of everyone during your outings.

Therefore, in order to protect all participants we ask that you agree to the following policies. **PLEASE INITIAL AFTER EACH** to indicate your understanding and approval.

I will follow any and all directives from my guide with the understanding that my welfare and the welfare of the group depend upon it. _____

I will promote a culture of honor, and display an attitude of cooperation even when it involves seemingly trivial or unpleasant things. _____

RELEASE OF LIABILITY

In consideration of the services of MOUNTAIN TREKS LLC, their guides, agents, owners, officers, principles, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MOUNTAIN TREKS"), I hereby agree to release, indemnify, and discharge MOUNTAIN TREKS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

I understand and agree that MOUNTAIN TREKS may not be held liable in any way for any occurrences in connection with my or my child's participation in the activities that may result in injury, death or other damages to me or my family, heirs, assigns or property. I agree further to save and hold MOUNTAIN TREKS harmless from and against any claim by me, my family, estate, heirs, agents, representatives, guardians, conservators, or assigns, or anyone claiming through or under me or on my behalf arising out of my or my child's participation in the Activities referred to herein.

By signing this Release of Liability I intend to exempt and release MOUNTAIN TREKS from all liability whatsoever from personal injury, property damage or wrongful death, whether it is caused by negligence or otherwise.

I certify that I or my child am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my or my child's participation in this activity or event. I hereby consent to allow, for myself or my child, medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I, UNDERSTAND THE RISKS THAT ARE INHERENT IN AND ASSOCIATED WITH MY OR MY CHILD'S PARTICIPATION IN THE ACTIVITIES AND HEREBY AGREE TO ASSUME ALL OF THE RISKS WHICH MAY BE ENCOUNTERED IN THE ACTIVITIES REFERRED TO HEREIN, INCLUDING ACTIVITIES PRELIMINARY AND SUBSEQUENT THERETO.

Therefore, I hereby agree to hold MOUNTAIN TREKS harmless from and against any and all liabilities, actions, causes of actions, claims, expenses, and damages suffered on account of any injury to me or my property, even injury resulting in death, which I now have or which may arise in the future in connection with my participation in the Activities or any activities, acts, or events associated therewith, including, but not limited to any transportation provided or involved in such Activities.

I expressly agree that this Liability Release agreement is intended to be as broad and inclusive as permitted by the laws of the United States and that if any portion of this Release is held by any court of competent jurisdiction to be invalid or unenforceable, it is agreed that the balance of the Liability Release shall, notwithstanding, continue in full legal force and effect. This Liability Release contains the entire agreement between myself and Mountain Treks and the terms of this Liability Release are contractual and not a mere recital.

I understand that during this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. I give this Liability Release in consideration of being allowed to participate in the Activities. I acknowledge that, but for this Liability Release, I would not be allowed to participate in the Activities and that participation constitutes full and sufficient consideration for all provisions of this Liability Release.

I further state that I have carefully read the entire Participant Agreement, and I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELASE AND KNOW THE CONTENTS THEREOF AND THAT I SIGN THIS LIABILITY RELEASE AS MY OWN FREE ACT. This is a legally binding agreement which I have read and understand.

Printed Name of Participant: _____

Signature of Participant: _____

Date: _____

Signature of Parent/Guardian _____

Date: _____

(if participant is under 18 years old)