** VISITOR USE ACKNOWLEDGEMENT OF RISKS**

In consideration of the services of Skagit Guided Adventures, LLC, their officers, agents, employees and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “SGA”), I agree as follows:

Although SGA has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, SGA has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. SGA does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

**Wilderness Risks:** I acknowledge there is the potential for trauma, environmental, and medical risks when outdoors that include but are not limited to: • Uneven, rocky and/or rooty trail terrain, misuse or malfunction of equipment/footwear that may result in bodily injuries such as sprains, strains, and broken bones • Impact from falling, rolling, and sharp objects as well as from slips, falls, collisions, and jolts • Exposure to cold and wet conditions that could, in extreme cases, lead to hypothermia or drowning • Exposure to hot conditions that could, in extreme cases, lead to dehydration, sunburn, heat exhaustion, or heat stroke • Risks from storms such as being struck by lightning or exposure to fire • Risks from tree falls, rock falls, avalanches, landslides, and earthquakes • Attack by or encounter with insects, animals and/or other wildlife • Allergic reactions or medical complications in a wilderness setting • Serious medical conditions induced by physical exertion, including but not limited to: asthma, fatigue, myocardial infarction (heart attack) • Improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury.

**Motor Vehicle and Road Crossing Risks:** In some instances, travel by motor vehicle into remote areas may result in potential delays or difficulties with communication, transportation, evacuation and medical care. Additionally, there is inherent risk associated with motor vehicle travel, such as vehicular, pedestrian or animal accident while being transported or walking to or from SGA staging areas.

**Risk Regarding Guides:** I acknowledge that SGA guides have difficult jobs to perform. They seek safety, but they are not infallible. I acknowledge that any route or activity chosen by the guide as a part of this outdoor adventure may not be the safest but has been chosen for its interest and challenge. I accept the risk of my guide's potential shortcomings, which could include but are not limited to: • Ignorance of a participant’s fitness, abilities, or limitations • Improper judgment of the weather, the elements, or the terrain. • Inadequate warnings or instructions • Possible equipment malfunctions • Error or negligence on the part of SGA, its guides and employees, including insufficient instruction or assistance.

**Risks Regarding Participant Conduct and Gear:** I acknowledge that I, other tour participants, or other third parties may act carelessly or recklessly and this could include but is not limited to: •Not wearing the safety belt at all times when riding inside the vehicle • Not following the instructions or warnings of SGA staff • Not notifying SGA staff about injuries or failing to make complete representations on SGA’s Confidential Medical Form • Not bringing

essential medications • Not carrying treated water and staying properly hydrated • Not bringing enough or necessary food items to maintain proper sugar levels • Not bringing and wearing appropriate layers of clothing and proper footwear • Not using equipment, such as hiking poles, safely and properly • Approaching large mammals too closely.

**Participant’s Duty to Disclose:** I have a duty to disclose any mental or physical problems or limitations that may affect my participation. I recognize that my disclosure does not negate the risks involved in this activity.

I am aware that participating in a sightseeing and/or hiking activity with SGA entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of SGA has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, paralysis, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name(s) of participant(s) under 18 years of age

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and signature of parent or guardian for participants under 18 years of age