



RELEASE OF ALL CLAIMS AND WAIVER OF LIABILITY

WARNING: by signing this you give up your right to sue.

To: PEAK ADVENTURES OF P.O.BOX 50 OF CATALDO, IDAHO 83810

In consideration of PEAK ADVENTURES Snow Cat Skiing accepting my application for and my being permitted to go on a PEAK ADVENTURES vacation, on lands owned by the Bureau of Land Management and the State of Idaho or elsewhere, I agree to this release of claims, waiver of liability and assumption of risks (collectively "this Agreement").

I hereby waive any and all claims I may have against, and release from all liability, and agree not to sue, PEAK ADVENTURES and its directors, officers, employees, Snow Cat Skiing guides, drivers, independent contractors, agents or representatives (collectively "its staff") or the State of Idaho, for any and all personal injury, death, property damage or loss sustained by me as a result of my participation in a Snow Cat Skiing trip with PEAK ADVENTURES and due to any cause whatsoever, including, without limitation, negligence on the part of PEAK ADVENTURES, its staff or the state of Idaho. For the purpose of this Agreement, "Snow Cat Skiing" extends from the time of my initial arrival in the Town of Cataldo to my final departure therefrom and includes any and all activities occurring at any time and anywhere in that town, or Kootenai county, Shoshone county, on the surrounding ski hills or elsewhere, including all Snow Cat Skiing whether or not for the purposes of skiing.

Please initial here _____

I am aware Snow Cat skiing has, in addition to the usual dangers and risks inherent in the sport of skiing (being loss of control, collisions with other skiers, snowboarders, telemarkers, the snowcat, snowmobiles, trees, rocks and other man-made or natural obstacles, failure of equipment, etc.), certain additional dangers and risks, some of which include:

- 1. AVALANCHES**--which may frequently occur in the mountain terrain used for snow cat skiing and may be caused (i) by natural forces, including steepness of slopes, snow depth, instability of the snowpack or changing weather conditions, earthquake, or (ii) by skiers, snowboarders, the snow cat or the failure for any reason of PEAK ADVENTURES Snow Cat Skiing or its staff to predict whether the terrain is safe for skiing and snowboarding or where or when an avalanche may or may not occur. The danger of avalanches includes the risk of failure of avalanche safety and rescue equipment and techniques and any negligence in the training or use thereof.
- 2. MOUNTAIN TERRAIN**-- mountainous areas with steep slopes in their natural state have many obstacles and hazards (such as cliffs, bergshrungs, breakable snow crust, ice, etc.), may not have been skied previously, are not patrolled or examined, may require cross country skiing or trekking, where skiers may be lost or separated from their guide or other skiers and where communication is difficult and rescue and medical treatment may not be available.
- 3. SNOW CAT TRAVEL**--additional risks are posed by snow cat travel in mountainous areas in winter weather conditions. Mechanical breakdowns may occur which are beyond the control of PEAK ADVENTURES which may require customers to travel by ski, snowboard or foot to the van.
- 4. WEATHER AND ALTITUDE**--weather conditions may be extreme and can change rapidly without warning, creating risk of frostbite, exposure, hypothermia, etc., and hampering rescue attempts. Altitudes below seven thousand feet usually do not induce altitude sickness, but higher elevations do increase the effects of sunlight and physical exertion. People with allergies, heart conditions, and other medical illness may have life threatening reactions to changes in altitude.
- 5. PEAK ADVENTURES SNOW CAT SKIING, ITS STAFF AND OTHER SKIERS**-- the conduct, including negligence, of PEAK ADVENTURES Snow Cat Skiing, its staff and of other skiers and snowboarders. This includes skiing under the control of the snowcat skiing guides, whose advice and direction may differ from skiing practices elsewhere.
- 6. MEDICAL TRANSPORTATION**--I authorize PEAK ADVENTURES and its employees to have the final decision on requesting any type of medical evacuation equipment deemed necessary to handle any medical emergency I may have while on my trip with PEAK ADVENTURES. I understand that this could, and possibly will include Helicopter transport which I will be responsible for.

Please initial here _____

I accept all the inherent risks and dangers of snowcat skiing and the possibility of personal injury, death, property damage or loss resulting there from

Please initial here _____

I acknowledge that the enjoyment and excitement of Snow Cat Skiing is derived in part from skiing in powder snow on steep ungroomed slopes in an uncontrolled environment, and that the inherent risks of snow cat skiing contribute to such enjoyment

and excitement.

Please initial here _____

In entering into this Agreement, I am not relying on any oral or written representations or statements made by PEAK ADVENTURES Snow Cat Skiing or its staff, including those in its posters, flyers or brochures, or by the state of Idaho, to induce me to go on a PEAK ADVENTURES vacation. I further agree that the terms of this Agreement may only be amended by a duly executed written agreement between PEAK ADVENTURES and myself and that this Agreement shall not be affected or altered by any subsequent oral or written representations made by PEAK ADVENTURES Snow Cat Skiing or its staff.

I confirm that I am of the full age of sixteen years and that I have carefully read and understand this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors. I am also aware that I am waiving certain legal rights that I otherwise may have and I enter into this contract of my own free will.

Please initial here _____

DATE _____

PRINTED NAME _____

SIGNATURE _____ LEGAL GUARDIAN _____
(IF UNDER 18 YEARS OLD)