

Acknowledgement of Risk and Contract, Waiver, Release and Indemnification

IMPORTANT: This is a Legal Document. You are giving up specific legal rights by signing this contract.

Please read and understand this document before signing. If you have any questions please consult us and/or your attorney. Please review and sign, with parent if a minor is attending the expedition.

Expediciones Extremely Patagonia Limitada (Chilean RUT 76.577.670-8) doing business as The Patagonia Mountaineering School, (hereinafter also referred to as "Patagonia Mountaineering") has taken care to assure that our Participants experience a rewarding mountaineering expedition. We wish to inform our Participants that mountaineering and foreign travel are not risk free. The same elements that contribute to the unique character and fun of exploring and climbing mountains, such as the physical exertion and outdoor living, can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, paralysis, or death. We do not want to heighten or reduce your enthusiasm for the experience but we do want you to know in advance what to expect and to be informed of some of the possible risks. We ask that you read this release of liability, sign it, and return them by email. Please bring the original documents with you on the first day of the expedition. If you do not bring a signed copy with you will be required to sign this release on the first morning of the expedition. Please read this release before you arrive and contact us if you have any questions.

ACKNOWLEDGMENT OF RISK

You, the Participant, need to understand that you are going to enter an environment with significant hazards and risks, including those associated with living, camping, traveling out of doors, motorized transport, and traveling in foreign countries that may be politically unstable, worldwide dangers associated with the war on terrorism, and with the forces of nature. Below is a list of the possible hazards but not all of the hazards you may encounter.

Travel is by vehicle, animal, bus, boat, aircraft and on foot. Travel by foot is over rugged unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, glaciers, steep unstable slopes, and slippery rocks. Other risks include vehicle accidents, falling, drowning, and others usually associated with such travel, as well as environmental risks. Your travel in foreign countries includes automobile, taxi, truck, bus, train, aircraft, helicopter, pack animal, and other modes of transportation. You assume the risk of all travel arranged by yourself or by Patagonia Mountaineering. You understand and agree that Patagonia Mountaineering is not a common carrier and the incidental transportation during the expedition is for recreational purposes only.

Meals are prepared over stoves using flammable liquids and, sometimes, open fires. Camping hazards may include burns, tent fires, carbon monoxide poisoning, cuts, diarrhea gastro intestinal illnesses and flu-like illness. Water often requires treatment before use. All water must be treated before ingesting once you leave your home or as directed by Patagonia Mountaineering. You will need to be vigilant in your normal daily habits such as eating, hand-washing and bodily functions in order to not introduce dangerous bacteria, virus and diseases into your system.

Environmental risks include rapidly moving, deep or cold water, insects and predators including large animals, allergens, falling and rolling rock or ice, lightning, avalanches, crevasses, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks are frostbite, high altitude illness, hypothermia, sunburn, drowning, snow blindness, heatstroke, dehydration, and other mild or serious conditions. Weather or other conditions may force you to bivouac or stay in a location you do not want to be. You may be separated from your gear, food cache or other items.

Climbing and Mountaineering are hazardous. The obvious accidents that occur in climbing are falling while climbing, whether you fall only a few feet, part way down the mountain slope, or all the way to the bottom. Falling may cause serious injury from any height. As you fall you may hit objects or the terrain in your path. If the rope stops your fall, the impact from the rope may cause injury.

Equipment may fail. The extreme conditions of the environment in which climbing and mountaineering equipment is used in conjunction with the damage caused by the environment, or misuse by you or other party members can cause climbing equipment to fail. The rock or ice to which you are holding or in which you have placed protection may break, causing you to fall, or causing your protection to pull out from the rock or ice potentially resulting in a fall. As you climb you may pull out protection from the rock or ice. You may experience injury from holding on to the rock or using equipment ... You may also experience rope burns or frostbite from handling the rope. There are many hazards associated with snow, ice, and glacier climbing. Ice climbing is a technical activity. Technical climbing involves the use of technical specialized equipment including ice axes and crampons and ropes. Ice axes must be used properly to be effective and to prevent injury to you or other people. Crampons have sharp points on the bottom and front of the boot. These points are dangerous to you and other people and can damage to or sever the rope. Ice climbing and mountaineering involve cold, water, and steep terrain. Ice may fall and can cause injury if you are hit. Other objects or participants may fall and hit you due to thawing or being knocked down by the ice or other climbers.

Avalanches are often a threat in the mountains. An avalanche is snow and ice that has released from the mountain and is moving down the mountainside. If you are trapped in an avalanche you can be injured or suffocated by the avalanche or trapped in the avalanche, which may kill you. The avalanche debris may force you into a collision with an immovable object, which might injure or kill you or you may be swept into a crevasse or over a cliff.

Glacier travel is always dangerous and contains a number of significant hazards. The stability or strength of a snow bridge is difficult to judge and walking over a snow bridge covering a crevasse or crossing exposed crevasses can lead to a fall into a crevasse. Falling into a crevasse can cause injuries due to the fall or objects hitting you during and after your fall. You may also be injured while stopping in the bottom or wedging into the sides. Once in a crevasse you will be subject to cold and hypothermia. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Hypothermia can quickly result in death if not recognized and treated. While crossing glaciers or hiking in the mountains, you may be in an area where large blocks of ice called seracs can fall, injuring or killing you.

You may trek and climb at altitude to which you will not be accustomed. Altitude sickness is the term used to describe the effects on a human body at altitudes higher than the person is accustomed to. Altitude sickness is usually associated with nausea, fatigue, headaches, a loss of appetite and reduced mental function. Altitude sickness can lead to conditions that may result in death. High Altitude Pulmonary Edema (HAPE) and High Altitude Cerebral Edema (HACE) may occur when you are at altitudes and have not acclimated properly or sufficiently. HAPE and HACE can be fatal if not recognized and treated quickly.

Medical care, as you understand it, may not be available. You will be hours or days travel by water, porter, animal or other non-vehicular transportation from any medical facility. Weather conditions may prevent or delay rescue services. The medical facility you may be treated in may not have the same standards as hospitals or doctors' offices in your home. The medical personnel you will be treated by may not have the same training as medical personnel in your home. You may be subject to bacteria, viruses and diseases, which are rare or unknown in your home.

Decisions made by the Patagonia Mountaineering staff and Participants on a remote expedition are based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. You should understand these limitations and agree to abide by the decisions made by the employees, contractors, guides, owners and members of Patagonia Mountaineering. You must understand that those decisions may be based on many factors, including the overall safety of the group, weather and trail conditions. You understand and agree to those decisions, are imprecise at best.

Throughout the trip, you are responsible for your own safety and for the safety of other members of their expedition. You must exercise your own ability and thought in keeping safe and secure, and you are solely liable for your safety.

There can be a high level of stress and anxiety while undertaking any mountaineering expedition. In addition you may encounter or see sights, which may disturb you. It is also possible that you will suffer mental anguish or emotional trauma from the experience or your injuries.

This list is not an exclusive or exhaustive list of possible risks, injuries, trauma, or accidents that may occur while mountaineering. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them, as well as other possible injuries not mentioned above. The use of illegal drugs or alcohol is not permitted for the duration of the trip. You must also be in good physical and mental condition to participate in this expedition.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I for myself and on behalf of my family, including minor children, spouse, representatives, heirs, assigns, subrogors and dependent parents, understand the risks of mountaineering and the legal consequences of this document. I state that I have read the above statement on some of the possible risks in trekking and mountaineering, and I voluntarily accept them. Therefore, I assume all risks from participating in this activity, including but not limited to those listed above, for myself and my family, including minor children, spouse and dependent parents, for bodily injury, death and loss of personal property, emotional trauma, and any expenses as a result of my negligence, negligence of another participant or the negligence of Patagonia Mountaineering, its guides, agents and employees or negligence or failure of any equipment. I also understand that Patagonia Mountaineering reserves the right to refuse continued participation in the expedition to any person it judges to be incapable of meeting the rigors and requirements of participation. I am in good physical and mental condition and am able to undertake this expedition.

I further agree to release, acquit and covenant not to sue Patagonia Mountaineering for any and all claims, causes of action or damages, or remedies in equity of whatever kind, including those alleging the negligence of Patagonia Mountaineering, other participants, or any equipment manufacturer, against Patagonia Mountaineering arising out of participation in this expedition. This release covers any negligence including negligent acts that may have predated the signing of the release and this release shall continue in force and effect after the activity has ended. This agreement covers the incidental transportation to and from the recreation location.

In short, I cannot sue Patagonia Mountaineering and if I do, I cannot collect any money.

I agree to indemnify and hold harmless Patagonia Mountaineering from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in these activities. This agreement to indemnify extends to the members of my immediate family, minor children, spouse and dependent parents in my household, my heirs and assigns. In consideration of my being able to participate in the activity I agree to indemnify and hold harmless Patagonia Mountaineering for any costs associated with my death or with any injury I may receive, or transportation not covered in

the itinerary due to my death or injury or early departure. I agree to pay the cost of my early departure if necessary and agree that an early departure may be necessary due to the illness, injury or death of another participant.

I hereby authorize any medical treatment or rescue deemed to be necessary by Patagonia Mountaineering. I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care to me. I hereby authorize the release of any medical information in the possession of Patagonia Mountaineering to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against Patagonia Mountaineering or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information.

I understand and agree that Patagonia Mountaineering is a Chilean company and I agree that Chilean law shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement or any disagreement or legal action between the parties, and that any legal action, lawsuits or arbitration resulting from my participation in this activity shall be brought only in Chile.

Should a court of competent jurisdiction declare any part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it were an original. The terms of this agreement shall continue and be in effect after the expedition.

As liquidated damages or for breach of the Covenant of Good Faith and Fair Dealing or for breach of the covenant not to sue, I hereby agree that if Patagonia Mountaineering is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors I agree to pay Patagonia Mountaineering's costs and attorney fees if they successfully defend such action, lawsuit or litigation.

I, _____ (Participant print full name), of my own free will, for my family, minor children, spouse, dependent parents, my heirs and executors, assigns, subrogors and myself, have had a full opportunity to review this document and I have read, understand, accept and acknowledge the risks and liability for myself and my family.

Have Read and Understood this Agreement. I Am Voluntarily Signing this Agreement. I understand I am giving up certain legal rights.

Participant's Signature: _____ **Date** _____

If under 18, Parent must also sign: Signature: _____ **Date** _____

Parent please print full name: _____