



Dear Student/Participant and Parents,

The Acknowledgment and Assumption of Risks & Release and Indemnity Agreement represents a part of the High Mountain Institute's (HMI) risk management practices. *Please read the entire Document carefully!*

The "Acknowledgement and Assumption of Risks" section explains some of the activities in which participants will be engaged, some of the inherent and other risks participants may face and possible outcomes. This section contains your acknowledgment, acceptance, and assumption of those risks. We cannot predict every possible scenario; we have simply listed numerous examples. We seek to inform you of the kinds of activities, risks, and possible outcomes participants will be facing. If you have question or concerns, we expect you to contact us.

Why do we not promise a "safe program"? Because a "safe program" would mean not exposing ourselves to any risk. We often expose ourselves to risk by skiing in avalanche terrain, climbing mountains, and splitting firewood. HMI activities, such as these, have inherent and other risks and are part of our programs.

Inherent risks are those that are intrinsic to the activity; without inherent risks an activity loses its essential nature or benefit. For example, the risk of injury from lightning increases as one climbs higher, and is an inherent risk of peak ascents. While we can make judgments about some of the risks and consequences, there is no way to guarantee safety. We strive to make good judgments. However, judgment is not infallible. Misjudgment itself is one of the most significant inherent risks.

The "Release and Indemnity Agreement" section releases and indemnifies HMI from certain claims made against HMI. We do not seek this protection with regard to gross negligence or willful or wanton misconduct. **We do seek protections from negligence and all inherent or other risks, including misjudgment.**

We seek this protection because of the litigious climate in our society today. The prospect of lawsuits, before judges and juries who may or may not understand HMI programs is a real and significant issue for HMI. We are reserving the right to invoke these documents as we see fit. This is the result of circumstances that neither you nor HMI created. If you are uncertain about the meaning or significance of this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement, you should consult an attorney before signing.

Our hope is that you have confidence that HMI will strive to manage the risks we face and be fair in deciding our responsibility to you (if any) in the event of an accident or loss. If you do not have this confidence, you should not come on a HMI program. Please contact me directly with questions or concerns.

Sincerely,

Christopher B. Barnes
Executive Director





Acknowledgment and Assumption of Risks & Release and Indemnity Agreement

Introduction:

Please review this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully before signing. All students/participants (hereafter 'participant' or 'participants') must sign this Document. For participants under 18 yrs. of age (hereafter sometimes 'minor' or 'child'), one of the participant's parents or legal guardians (hereafter 'parent/s'), or both parent/s, if available, must also sign.

High Mountain Institute, Inc., contracts with individuals or organizations who are independent contractors (not employees or agents of High Mountain Institute, Inc.) to conduct certain activities participants may engage in. Although High Mountain Institute, Inc. has made efforts to locate responsible contractors, these contractors work independently. High Mountain Institute, Inc. does not supervise or control these contractors and is not legally liable or responsible for their conduct.

In consideration of the services of the High Mountain Institute, Inc., and its faculty, staff, officers, employees, trustees, advisors, board members, physician advisor, apprentices, volunteers, member schools, independent contractors, and all other persons or entities associated with it (collectively referred to in this Document as 'HMI'), **participant and parent/s of a minor participant acknowledge and agree as follows:**

Acknowledgment and Assumption of Risks:

HMI educational, instructional, recreational and/or adventure activities can take place inside or outside Colorado, on and around the HMI premises and in mountainous, wild and remote settings. Participant (and parent/s of a minor participant) acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as 'risks') associated with these activities can cause injury, damage, death or other loss to participant or others. Some, but not all of the activities, which may be mandatory or optional, scheduled or unscheduled (including participant free time), supervised or unsupervised, or occur as independent opportunities (e.g. vacations, special trips, trips with sub-contractors) (collectively referred to in this Document as 'activities') include:

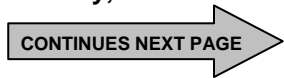
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| Travel and living in remote wilderness settings | Mountaineering, backpacking, camping, rock climbing, |
| Travel in a foreign country | belaying, rappelling, skiing, canoeing, whitewater rafting, |
| Rustic living in a rural setting | biking, sports, games, athletic activities |
| Chores: splitting firewood, cooking, shoveling snow | Participant/Student leadership opportunities |
| Use of liquid fuel (gasoline) stoves and lanterns | (by peers & self) |
| Transportation in 15 passenger vans and other vehicles | Participant activities during class time, free or unscheduled |
| Wilderness first aid and rescue, real and simulated | time, or any other time |
| Work or service projects using hand & power tools | Leadership & supervision by apprentices (interns) |
| Independent travel (without direct supervision) | Sustained walking, hiking, running, carrying, and lifting |

Some, but not all of the risks that participants may or will be exposed to include:

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| Misjudgments by self, others, or HMI | Improper hygiene |
| Inappropriate conduct or negligence by self, others, or HMI | Failure or misuse of equipment (owned by participant or |
| Participant's mental, physical, or emotional condition/s | borrowed, rented or purchased from HMI) |
| (known or unknown, disclosed or undisclosed) | Remote locations, hours or days from help |
| Unpredictable weather, extreme cold & heat, storms & | Dangerous road conditions and transportation problems |
| lightning, rain, snow, hail | Falling down or slipping |
| Unmarked or obscured hazards | Animal hazards: stings, bites, poisoning, & blows |
| Moving water in streams & rivers, whitewater, difficult | Political unrest, unusual/unknown illnesses |
| stream crossings | HMI premises risks, including slippery walkways, uneven |
| High altitudes | ground, use of indoor climbing wall or other risks |
| Steep slopes, difficult terrain, downed trees | Other risks associated with educational, instructional, |
| Falling: rocks, ice, snow, branches, and trees | recreational &/or adventure activities. |
| Snow avalanches, snow slides, & collapsing snow shelters | |

These and other activities and risks can result in (for example):

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| Falls, being struck, or colliding with objects or people | Gastrointestinal problems or allergic reactions |
| Experiencing vehicle or boat capsizes or collision | Dehydration |
| Drowning | Broken bones, wounds, cuts, burns |
| Becoming lost or disoriented | Property damage or loss |
| Injuries due to heat, cold, altitude, heavy exertion | Mental/emotional trauma, temporary or permanent |
| Illness: long or short term | Other injury, damage, permanent disability, death or loss |





I (participant and parent/s of a minor participant) understand, acknowledge and agree:

- To carefully read all HMI program information received, review, complete and sign the provided forms and paperwork and abide by the terms of those documents (e.g. Enrollment Agreement and Medical Forms).
HMI staff are and have been available, should I have questions about the nature and physical demands of these activities and associated risks. Parent/s give permission for their child to participate in all HMI activities and agree to discuss the nature of these activities and risks with their child.
HMI cannot assure participant's safety or eliminate these risks, and all participants share in the responsibility for their own well-being. HMI requires helmets or other safety gear for some activities. Use of safety gear may prevent or lessen injuries in some instances but is not a guarantee of safety, and injuries can occur even with the use of this gear.
If participant is borrowing, renting or purchasing new or used equipment from HMI, the equipment comes 'AS-IS', and HMI disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment. Participant agrees to inspect all equipment before use and notify HMI of any apparent problems or defects with the equipment.
Information provided here is not complete, and other unknown/unanticipated activities, risks, and outcomes may exist.
Participant is voluntarily participating, with knowledge of the risks, and can do so without causing harm to himself/herself or others. Therefore, participant (and parent/s of minors) assume and accept full responsibility for the participant for the inherent or other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of minors) resulting from those risks and/or resulting from the participant's negligence or other misconduct.

Release and Indemnity Agreement: Please read carefully! This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:

(1) to release and agree not to sue HMI, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter 'claim' or 'claim/s'), for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in HMI activities, use (including rental or purchase) of any equipment, and/or use of any facilities or premises. I understand that in signing this Document, I, my child and anyone acting on my or my child's behalf, surrender our respective rights to make a claim against HMI as a result of any injury, damage, death or other loss suffered by me or my child;

(2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) HMI, with respect to any and all claim/s: a) brought by or on behalf of me, my child or a family member for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in HMI activities, use (including rental or purchase) of any equipment and/or use of any facilities or premises; and/or, b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my/my child's gross negligence, or willful, wanton or criminal misconduct, in the course of participating in HMI activities and/or using any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from HMI's negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, products liability, loss of consortium, breach of contract or warranty or any other claim.

Other Provisions: I (participant and parent/s of a minor participant) agree that Colorado substantive law (without regard to its conflict of laws rules) governs this Document, any dispute I have with HMI and all other aspects of my relationship with HMI, and agree that any mediation, suit or other proceeding must be filed or entered into only in Lake County, Colorado. I will attempt to settle any dispute through mediation before a mutually acceptable Colorado mediator. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect. This Document is intended to be interpreted and enforced to the fullest extent allowed by law.

Participant and parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my participating minor child, spouse and other family members, and my heirs, executors, representatives, subrogors and estate.

Participant and one parent of a minor participant, or both parent/s, if available, must sign below:

Form with three rows for signatures: Participant Signature, Parent or Guardian Signature, and 2nd Parent or Guardian Signature. Each row includes lines for Date and Print Full Name Here.