

RISK WARNING & PARTICIPANT'S ACKNOWLEDGEMENT OF RISKS, AGREEMENT, RELEASE & ASSUMPTION OF RISK

In consideration of the recreational services of Alpine Access Australia, David Herring, Pieta Herring, the Trustee for the Herring Family Trust, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AAA"), I hereby agree to release, indemnify, and discharge AAA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I acknowledge that my participation in the recreational activities of snowshoeing, backcountry skiing, backcountry snowboarding, mountaineering and/or hiking entails known and unanticipated risks that could result in physical or mental injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
- Although AAA has taken reasonable steps to provide me with appropriate equipment and a skilled guide so I can enjoy a recreational activity for which I may not be skilled, AAA 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 physical injury, mental injury, illness, or in extreme cases, permanent trauma or death. AAA 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 risks include, but are not limited to:** the hazards of walking on uneven terrain; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off a rock, mountain or into a crevasse; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, my own physical condition, and the physical exertion associated with this activity, impact or collision with other persons or objects, becoming lost or separated from one's party or guide, negligence of other persons including other participants. 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 agree that AAA guides have difficult jobs to perform. They seek to ensure the safety and wellbeing of all participants, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I acknowledge that a staff member of AAA 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 acknowledge that I have responsibilities as a participant. 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, 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 am aware of the risks, dangers and hazards associated with wilderness activities. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I acknowledge that the risk warning above constitutes a 'risk warning' in accordance with the Civil Liability Act 2002 (NSW).
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AAA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AAA's equipment or facilities, **including any such claims which allege negligent acts or omissions of AAA.**

Initials:

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- Should AAA or anyone acting on their behalf, be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating and the cost of any required evacuation, or else I agree to bear the costs of such injury or damage or evacuation myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- Under the Australian Consumer Law (Cth) and Australian Consumer Law (NSW), statutory guarantees apply to the supply of certain goods and services, including recreational activities. By signing this form, I agree that my rights to sue AAA because services provided were not in accordance with the guarantees, is excluded.
- In the event that I file a lawsuit against AAA, I agree to do so solely in the state of NSW, and I further agree that the substantive law of that State shall apply in that action without regard to the conflict of law rules of that State. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AAA on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minors accompanying me.

Signature of Participant _____

Print Name _____

Address _____

Phone _____

Date _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by AAA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AAA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian signature: _____

Print Name: _____ Date: _____