

## VISITORS ACKNOWLEDGEMENT OF RISKS

In consideration of the services of High Mountains Helicopter Skiing, Inc., Precision, LLC, their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "HMH/PLLC") I agree as follows:

Although HMH/PLLC has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to your equipment, accidental injury or illness or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you 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:

Helicopter skiing is usually accompanied by beautiful mountain scenery. Those same beautiful mountains pose a risk of avalanches. Natural forces including steepness of slopes, snow depth, instability of snowpack or changing weather conditions may cause avalanches. HMH/PLLC or its staff may misjudge whether the terrain is safe for skiing or where or when an avalanche may occur. The natural beauty of the mountainous areas used for helicopter skiing sometimes hides dangerous obstacles. Those obstacles may be hidden by snow and include, but are not limited to, crevasses, ice and snow cornices, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions below the snow surface and varying and difficult snow conditions. The ski areas may not have been skied previously and are not regularly patrolled. Skiers may become lost or separated from their skiing guides or skiing companions by skiing in forested areas, wild and rugged terrain, or bad weather. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Furthermore, HMH/PLLC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

I am aware that this activity entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those 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 the risks. In the event that I file a lawsuit against HMH/PLLC, I agree to do so solely in the state of Wyoming, and I further agree that the substantive law of Wyoming 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.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, estate and for all members of my family, including any and minors accompanying me. I acknowledge I am not relying on any oral, written, or visual representations or statements made by HMH/PLLC including those made in its brochures or other promotional material, to induce me to participate in this activity.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

If under 18, signature of parent or guardian \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

