



PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Aspen Heli Ski, LLC (dba Majestic Heli Ski) 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 "MHS"), I hereby agree to release, indemnify, and discharge MHS, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in helicopter backcountry skiing/snowboarding, snowcat skiing/snowboarding, ice climbing, cross-country skiing, glacier tours and all activities associated with MHS entails known and unanticipated risks that could result in physical or emotional 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.

The risks include, though not limited to: traveling in forested and alpine areas, rugged and rocky terrain, inclement weather; obstacles and dangers hidden or created by snow, including avalanches, crevasses, ice and snow cornices, cliffs, tree wells, tree stumps, creeks, rocks and boulders below the snow surface; loss or damage to equipment being used; being lost or separated from their guides or companions by traveling in forested areas, rugged terrain, inclement weather; exposure to altitude and cold including hypothermia, frostbite, acute mountain sickness, exhaustion, cerebral and pulmonary edema; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; and my own physical condition, and the physical exertion associated with this activity. Weather and altitude can be extreme and can change rapidly without warning. The areas may not have been traveled previously and are not regularly patrolled. Natural and human forces including, though not limited to the steepness of slopes, snow depth, instability of the snow pack or varying and difficult weather and snow conditions may cause avalanches. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Helicopter and other transportation travel, including mechanical failure and operational error have increased risks in mountainous areas, especially in winter weather conditions. MHS is also not responsible for any personal or MHS equipment failure. It is also my responsibility to arm, deploy and store the avalanche airbag/trigger. Furthermore, MHS employees have difficult jobs to perform and are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, other environmental conditions. They might misjudge whether the terrain is safe for travel or where or when an avalanche may occur. They may give incomplete warnings or instructions, and the equipment being used might malfunction. All of these things may occur despite MHS employees' best efforts and through no fault of their own.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity and all MHS activities. My participation in all activities is purely voluntary, and I elect to participate in spite of the risks. Ultimately I am responsible for my own safety and decisions while participating in any and all activities with MHS.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MHS and its helicopter service provider(s) 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 MHS's and or the helicopter service provider's equipment or facilities, including any such claims which allege negligent acts or omissions of MHS and/or the helicopter service provider.

4. Should MHS or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. In the event of my death or incapacity, this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assignees and representatives.

6. In the event that I file a lawsuit against MHS, I agree to do so solely in the state of Alaska, 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 MHS 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 to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Country _____ Email _____

Signature of Participant _____ 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 MHS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MHS 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: _____ Print Name: _____ Date: _____