

**COMMERCIAL USE AUTHORIZATION**

**U.S. DEPARTMENT OF THE INTERIOR**

**North Cascades National Park Service Complex**

**Visitor Use Acknowledgement of Risk**

In consideration of the services of Peak Mountain Guides LLC, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "Peak Mountain Guides") I agree as follows:

Although Peak Mountain Guides has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, Peak Mountain Guides 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 injury, illness, or in extreme cases, permanent trauma or death. Peak Mountain Guides 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 following describes some, but not all, of those risks:

The hazards and risks of the activity include, but are not limited to: traveling to, from, and in mountainous terrain; car, bus, train and/or plane accidents; accident or illness in remote places without any or adequate medical facilities; being hit or crushed by falling rocks, ice, snow, equipment, climbers, or other debris; falling; head injuries; sprained or broken bones; avalanches; falling into crevasses; river crossings; equipment failure; dehydration; hypothermia; injury due to the errors and/or negligence of myself, Peak Mountain Guides, other guides, and/or others; exposure to extreme heat or cold, rain or snow, high altitude, thunderstorms and/or lightning; acute mountain sickness; cerebral and/or pulmonary edema; and criminal and/or terrorist acts. I understand that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in the activity to which I may be exposed.

I am aware that mountaineering, ice climbing, and rock climbing entails risks of injury or death to any participant. 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 acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Peak Mountain Guides 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 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 have carefully read, clearly 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 and estate and for all members of my family, including minor children.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Signature of Parent or Guardian, if participant is under 18 years of age

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date