

Please Print Legibly

HIGH MOUNTAIN EXPEDITIONS

FIRST NAME															INIT.	LAST NAME														
ADDRESS																														
CITY																				STATE					ZIP					
HOME PHONE										DATE OF BIRTH					BEGINNING OF TRIP DATE					My E-mail address is: _____										
-										-					-															

Would you be interested in receiving a monthly E-mail newsletter? YES NO

CONTRACT AND LIABILITY WAIVER

I am aware that during the river or other activities such as hiking, caving, mountain biking, etc. in which I am participating under the arrangement of High Mountain Expeditions, its agents, employees and associates, certain substantial risks and dangers may occur, including, but not limited to, hazards of traveling on a raft, canoe, or kayak in rough river conditions, hazards of walking on a railroad tracks, hazards of jumping, diving, or being thrown into unfamiliar water with submerged hazards, undercut rocks, and man made hazards, contact with paddles, helmets, food boxes or other containers, diseases from contaminated water, allergies from cleaning agents, hazards of hiking, disease. Strains, fractures, partial and/or total paralysis, death, accidents, drowning, loss or damage to personal property, snake bites, illnesses, or injuries in remote places without medical facilities, entrapment in caves, hazards of entering and leaving the raft, hazards of loading or unloading people or materials from vehicles, hazards of the force of nature, travel by automobile, van, bus or other conveyance and consumption of alcoholic beverages, if any and that these risks and dangers may be caused by the negligence of the owners, employees, officers, negligence of others, accidents, van, bus or other conveyance and consumption of alcoholic beverages, if any and that these risks and dangers may be caused by the negligence of the owners, employees, officers, negligence of others, accidents, breaches of contract, the forces of nature, or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes including that a guide may misjudge terrain, weather, trail or river route location or water level. Decisions by guides or company staff are part of the inherent risk of rafting, hiking, caving, mountain biking, etc.

In consideration of and as part payment for the right to participate in such river activities and the services, food and beverages, if any arranged for me by High Mountain Expeditions, its agents, employees and associates, I have and do hereby assume all of the above risks and release, and will hold harmless, High Mountain Expeditions, its agents, employees, associates or any other person from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever which I now have or which may arise out of or in connection with my trip or participation in any of the related activities. I further give permission for use or sale of any photograph or video showing me without further compensation to me. The terms hereof shall serve as a release, contract, indemnification (allowing collection of legal fees from plaintiffs), and assumption of risks for my heirs executors and administrators and for all members of the family, including any minors accompanying me.

I certify that I will not hold High Mountain Expeditions, its agents or employees responsible for any harm occurring wholly or partially as a result of any existing health problem including, but not limited to, reaction to bee stings or the constriction of airways due to cold water. If medical evacuation, including ambulance, hi-railer, helicopter, due to existing medical conditions is arranged by High Mountain Expeditions, I agree to reimburse High Mountain for any charges. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of High Mountain Expeditions.

The venue of any dispute that may arise out of the agreement or otherwise between parties to which High Mountain or its agents is a party shall be either the Watauga County Superior Court or the Federal District Court in Statesville, NC. If any portion of this release is found to be invalid, the remainder shall remain in full force.

I HAVE READ THE ABOVE WAIVER AND RELEASE/CONTRACT AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE HIGH MOUNTAIN EXPEDITIONS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

HAVE YOU RAFTED BEFORE? YES NO

HIGH MOUNTAIN DOES NOT CARRY MEDICAL INSURANCE _____ (INITIALS)

Signature of Participant (All Participants. Including Minors. Must Sign Here)

Signature of Both Parents or Guardians for Minor