

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

(Please print)

Name _____ Date _____

If under 18 years old, Name of

Guardian _____

Street _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____ E- _____

Mail _____

In consideration of the services of Mountain Spirit Journeys, 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 "MSJ"), I hereby agree to release, indemnify, and discharge MSJ, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that outdoor activities, such as, but not limited to, rock climbing, ice climbing, mountaineering, sea kayaking, canoeing, hiking, camping and orienteering entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, or property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The Risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the risk of injuries caused by others; the use of climbing ropes and equipment; the force of nature, including lightening, weather changes, avalanche; the risks of falling off the rock, mountain, or into a crevasse, the risk of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; the hazards of the ocean, including rogue waves, rough and cold waters, fog, boats and red tide; my own physical condition, and the physical exertion associated with this activity.

Furthermore, MSJ 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 might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risk existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MSJ from any and all claims, demands, or causes of actions, which are in any way connected with my participation in these activities or my use of MSH equipment or facilities, **including any such claims which allege negligent acts of omission of MSJ.**

Phone: _____

Date: _____

Contact

Person: _____ Phone _____

**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 MSJ to participate in its activities and to use its equipment and facilities, I further
agree to indemnify and hold harmless MSH from any claims which are brought by, or on behalf of a
Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print: Name

Mountain Spirit Journeys, Brownfield, ME USA

Date: _____