SAWTOOTH MOUNTAIN GUIDES

ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISKS AND RESPONSIBILITY, AND RELEASE OF LIABILITY

WARNING: There are significant elements of risk in any activity associated with outdoor adventures, including but not limited to bicycling, camping, climbing/hiking/trekking, fishing, hunting, skiing, sledding, swimming, wilderness lodges, and the presence or use of animals, watercraft, firearms, or other weapons and the use of any related equipment (referred to herein as "activity"). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, 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.

ACKNOWLEDGMENT OF RISKS: I acknowledge that the following describes some, but not all, of these risks:
1)Falling; 2) Cold weather and heat related injuries and illnesses including frostnip, fostbite, heat exhaustion, heat stroke, hypothermia, and dehydration; 3) An "act of nature" which may include avalanche, rock fall, inclement weather, thunder and lighting, severe and/or varied wind, temperature or weather conditions; 4) River crossings, fordings, portaging, or travel including travel to or from the activity; 5) Risk associated with crossing, climbing or down-climbing of rock, snow and/or ice; 6) Equipment failure and/or operator error; 7) Discharge of weapons; 8) Risks typically associated with watercraft including change in waterflow or current; submerged, semi-submerged or overhanging objects; capsizing, swamping or sinking of watercraft and resultant injury, hypothermia, or drowning; 9) My sense of balance, physical coordination, and ability to follow instructions; 10) Attack by or encounter with insects, reptiles, or animals; 11) Accidents or illnesses occurring in remote places where there are no available medical facilities; 12) Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I am aware that this activity entails risks of injury or death to myself and minor children for which I may be responsible. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/Our participation is purely voluntary. No one is forcing me/us to participate and I/we elect to participate in spite of the risks. I am (We are) physically and mentally capable of participating in the activity and/or safely using the equipment. *I accept that wearing a U.S.C.G. approved personal flotation device for waterborne activities is a basic safety precaution.* I assume full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration; oxygen shortage (anoxia); exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal or insect bite or attack; injury caused by discharge of any weapon; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks. I also assume responsibility for damage to or loss of my/our personal property as the result of any accident that may occur.

COVENANT OF GOOD FAITH: I recognize that you, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity or refuse or terminate the participation of any person for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, for myself and any minor children which I am parent, legal guardian, or otherwise responsible, any heirs, personal representatives or assigns, do hereby release ***Sawtooth Mountain Guides***, its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I have read the foregoing acknowledgment of risks, assumption of risk and responsibility, and release of liability. I understand that by signing this document I may be waiving my legal rights. Every participant or user must be listed below. A Parent or legal guardian must sign on behalf of any participant or user who is less than 18 years old prior to participation in the activity or use of any equipment or animal.

Signature or Participant (or guardian on behalf of)	Print Name of Participant