
TIMBERLINE MOUNTAIN GUIDES, INC.
D.B.A Smith Rock Climbing School and D.B.A. Oregon Ski Guides

PLEASE READ THIS CAREFULLY BEFORE SIGNING

**PARTICIPANT'S AGREEMENT, RELEASE AND DISCHARGE, ACCEPTANCE OF
RESPONSIBILITY AND ACKNOWLEDGEMENT OF RISK**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING. IF YOU HAVE ANY
QUESTIONS REGARDING RISKS INHERENT IN THIS PROGRAM, OR IF YOU DO NOT THOROUGHLY UNDERSTAND THE FOLLOWING
MATERIAL, OR IF YOU DO NOT FEEL YOU HAVE HAD TIME TO READ IT, PLEASE INFORM YOUR GUIDE.**

Climbing, skiing and alpine mountaineering are dangerous activities which inevitably expose participants to risk of injury or death that is greater than what most people normally experience in their day-to-day lives. As such, and in an effort to inform you as to the risks and assumptions of responsibility inherent in your participation in any Timberline Mountain Guides, Inc. program, you may not participate without first reading and signing this form. If you have any questions regarding the specific risks involved, or other material covered herein, please inform your guide.

Participant's Full Name _____

I, the above-named person being above age 18, or the legal guardian of the above-named person who is under 18, in consideration of the services of TIMBERLINE MOUNTAIN GUIDES, INC., an Oregon Corporation, doing business as Smith Rock Climbing School, and also doing business as Oregon Ski Guides, the rate charged for those services, and the right to engage in this event as a participant and/or volunteer, hereby acknowledge, agree, promise, and covenant with Timberline Mountain Guides, Inc., its officers, directors, employees, contractors, agents, and representatives (collectively referred to in this Agreement as "TMG"), and hereby release and discharge TMG, on behalf of myself, my heirs, assigns, dependents, personal representative and estate as follows:

1. ACKNOWLEDGEMENT OF RISK

I understand and acknowledge that the activity I am about to engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to myself, to my property, or to spectators or other third parties. I understand and acknowledge that those risks may result in personal claims against TMG or claims against me by spectators or other third parties. Among those risks are the following:

(1) the nature of the activity itself [particular risks of activity]; (2) the acts, omissions, or negligence in any degree, of TMG, and other persons or entities; (3) latent or apparent defects in equipment or property supplied by TMG, or other persons or entities; (4) use or operation, by myself or others, of equipment supplied by TMG, or other persons or entities; (5) acts of other participants in this activity, employees and agents of TMG, or other persons; (6) weather conditions, including severe storms and lightning, rain, snow and subfreezing temperatures; (7) contact with plants, animals or other organisms; (8) my own physical condition, or my own acts or omissions; (9) condition of roads, trails, waterways or terrain, and accidents connected with their use; (10) first aid, emergency treatment or other services rendered; (11) altitude related illnesses or atmospheric phenomenon; (12) consumption of food or drink; (13) injuries related to hazards that may include movement or fall of snow (avalanche), rock, ice or water, none of which can be controlled or accurately predicted; (14) infectious diseases that may be spread through human interaction or by other means.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in serious injury, permanent paralysis, death, illness or disease, damage to myself, to my property, or to spectators or other third parties. I expressly accept those risks not specifically listed above as well.

2. ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this activity entails risks or injury to myself and a risk or injury to spectators or other third parties as a result of my actions, I knowingly and freely assume all such risks, both known and unknown, even of arising from the negligence of the TMG or others, and assume full responsibility for my participation. I expressly covenant and agree to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, or to my property arising from my participation in this activity. I willingly and expressly covenant and agree to accept and assume all responsibility and risk for injury, death, illnesses or disease, or damage to spectators or other parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of risks.

3. SNOW CAT TRANSPORTATION

I acknowledge that snow cat transportation on Mount Hood climbs is provided by RLK Company and agree that TMG is not responsible for any injury, death, illness or disease, or damage to myself or to my property which may occur during or arise from said snow cat transportation.

4. COMPLIANCE WITH TERMS OF PARTICIPATION

I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest guide or other official immediately.

5. CONSENT TO USE OF PHOTOGRAPHS

By participating in or attending any activity in connection with this program, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right in connection to the same.

