

American Mountain Guides Association (“AMGA”)
Acknowledgment and Assumption of Risks, Release of Liability and Indemnity Agreement

The AMGA is a non-profit organization that is the premier source for training, credentials, and services for professional mountain guides and climbing instructors in the United States. The AMGA, directly or through its licensees, provides and conducts courses and examinations (collectively “Program(s)”) for the purpose of training and certifying mountain guides and climbing instructors. In consideration for the AMGA permitting me to voluntarily participate in the Program, I agree to the following terms of this Acknowledgment and Assumption of Risks, Release of Liability and Indemnity Agreement (“Release”). This Release shall apply to the AMGA, its directors, officers, members, employees, guides, instructors, examiners, volunteers, agents, licensees, subcontractors, and all other persons or entities acting in any capacity on behalf of the AMGA (collectively “AMGA Employees”).

Although I am responsible for providing my own camping equipment and supplies, including food, cooking materials, and water purification, the AMGA may take reasonable steps to provide me with appropriate equipment, where necessary. I am aware that the activities involved in the Programs have risks, including certain risks that are inherent in each activity and which cannot be eliminated without destroying the unique character of the activity. **THESE INHERENT AND OTHER RISKS CAN CAUSE LOSS OR DAMAGE TO MY EQUIPMENT, ACCIDENTAL INJURY, ILLNESS, OR, IN EXTREME CASES, PERMANENT TRAUMA, DISABILITY, OR DEATH.** The AMGA does not wish to frighten me or reduce my enthusiasm for the activities in the Programs; however, the AMGA considers it important for me to know in advance what to expect and to be informed of the activities’ inherent and other risks. The list below describes some, but not all, of those risks.

- Participants in the Programs may be expected to rock climb in areas with long, complex routes and technical descents. The risks and hazards associated with rock climbing include slips and falls, being struck by falling rock, ice or other objects dislodged from above, the use of climbing ropes and equipment, and the risks of falling off the rock, mountain or into a crevasse.
- The Programs may involve living, camping or traveling out of doors for multiple days and may include hiking, backpacking, skiing and climbing and descending glaciers and rock or ice cliffs. Camping risks and hazards include burns, cuts, slips and falls, among others.
- Environmental risks and hazards include those posed by insects, snakes, predators, large animals, falling and rolling rock and timber, avalanches, flash floods, lightning and other forces of nature. Extreme weather conditions are possible, ranging from extreme cold to extreme heat. Possible injuries and illnesses that may result include hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema, sunburn, heat stroke, dehydration, and other mild or serious conditions. Water may require purification before use, and diarrhea and flu-like illness are risks. Additionally, since weather and other environmental conditions cannot always be predicted with accuracy, it is not possible for AMGA Employees to foresee and warn participants of every possible risk.
- The Programs often take place in remote areas, where access to medical facilities may require many hours of travel. As a result, communication with medical personnel and transportation to medical facilities may be significantly delayed. The quality of medical care available may be lower than that available within major metropolitan areas of the United States.
- Equipment may fail or malfunction, despite proper or reasonable maintenance and use.
- The Programs are instructional in nature, and participants will be challenged to expand their skills and judgment. It is possible that some participants will suffer mental and emotional anguish and trauma.
- Although AMGA Employees seek safety, they are not infallible and they may make mistakes including without limitation being unaware of a participant’s fitness or abilities.
- Other participants in the program may be negligent putting me and other participants at additional risk.

Understanding these risks and acknowledging that this list of risks is not complete, I agree to assume these and other risks, whether inherent or not, related to my participation in the Program. **I AGREE FOR MYSELF, ALL OF MY FAMILY, INCLUDING MY SPOUSE, MINOR CHILDREN, AND HEIRS AND REPRESENTATIVES TO RELEASE THE AMGA, THE AMGA EMPLOYEES AND ALL OTHER PARTICIPANTS IN THE PROGRAM FROM ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS RELATING TO THE SERVICES OR NEGLIGENCE OF THE AMGA OR AMGA**

EMPLOYEES, DEMANDS FOR LOSS, DAMAGES, INJURIES, DEATH, DAMAGE TO PROPERTY OR ANY OTHER CAUSES OF ACTION RELATING IN ANY WAY TO MY PARTICIPATION IN THE PROGRAM. FURTHER, I AGREE THAT I, MY FAMILY AND MY HEIRS WILL NOT SUE THE AMGA OR THE AMGA EMPLOYEES OR OTHERWISE MAKE ANY CLAIM ON ACCOUNT OF ANY INJURY, LOSS OF LIFE, OR DAMAGE AND I INTEND THIS RELEASE OF LIABILITY TO BE EFFECTIVE EVEN IF THE INJURY, LOSS OF LIFE, OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE AMGA OR THE AMGA EMPLOYEES. IF I, OR ANYONE ON MY BEHALF, FILES A LAWSUIT OR OTHERWISE MAKES A CLAIM AGAINST THE AMGA OR THE AMGA EMPLOYEES, I AGREE TO INDEMNIFY THE AMGA AND THE AMGA EMPLOYEES AND PAY ALL DAMAGES, COSTS, FEES, EXPENSES AND ATTORNEYS= FEES INCURRED BY THE AMGA AND THE AMGA EMPLOYEES IN DEFENDING SUCH A LAWSUIT OR SUCH CLAIMS.

I am at least 18 years old ([except as noted below](#)) and I understand the physical requirements of the activities in which I will be participating. I currently have no known physical, medical or mental condition which would impair my ability to participate in the Program. I hereby authorize the AMGA to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in the Program without my further consent. I acknowledge that participating in this Program may require a degree of skill and knowledge not required in other activities and I acknowledge that I have responsibilities as a participant for managing risks to which I am exposed. To the extent possible, I agree to be responsible for my own safety and the safety of other participants. I acknowledge that AMGA Employees have been available to more fully explain the nature and physical demands involved in this Program and the inherent and other risks, hazards, and dangers associated with the Program.

I agree that the interpretation of this Release or of any other aspect of my relationship with the AMGA including my participation in the Program shall be governed by the law of the State of Colorado, U.S.A. and that any legal action shall only be brought in the State of Colorado, U.S.A. If any provision of this document is found to be invalid or unenforceable, the remaining provisions of this document shall be enforceable to the maximum extent permitted by law. I hereby waive the right to trial by jury. This Release supersedes all prior statements, representations or warranties, oral or written, express or implied made by the AMGA or the AMGA Employees.

I consent to the AMGA using, publishing or selling any photograph, video, film or other recording of me without compensation or any other consideration being provided or paid to me.

I HAVE CAREFULLY READ AND I UNDERSTAND THE FOREGOING ACKNOWLEDGMENT OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND I SIGN IT OF MY OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. FURTHER, I AM VOLUNTARILY PARTICIPATING IN THE PROGRAM WITH FULL KNOWLEDGE THAT THERE ARE INHERENT AND OTHER RISKS INVOLVED SOME OF WHICH MAY NOT BE LISTED IN THIS RELEASE.

Last Name (Please print)	First name	Middle	Age	Date of Birth
Home Address	City	State		Zip Code
Home Phone (with area code)	Email	Country		
Signature	Guardian's Signature (if under 18)	Date		

EMERGENCY CONTACT

Last Name (Please print)	First name	Relationship		
Home Address	City	State	Zip Code	
Home Phone (with area code)	Email	Country		