



Serac Adventure Films
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Outside Adventure Film School – Student Release Form

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions, please consult us and/or your attorney. Please review and sign with spouse (or parent, if minor.) Serac Adventure Films (hereinafter referred to as "SAF") has taken care to assure that our Participants experience a rewarding mountaineering expedition. We wish to inform our Participants that mountaineering and foreign travel are not risk free. The same elements that contribute to the unique character and fun of exploring and climbing mountains, such as the physical exertion or outdoor living, can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, paralysis, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of some of the possible risks. We ask that you read this release of liability, sign it, and return the original documents to our office.

ACKNOWLEDGEMENT OF RISK

You, the Participant, need to understand that you are going to be entering an environment with significant hazard and risks, including those associated with living, camping, traveling out of doors, traveling in foreign countries that may be politically unstable, the worldwide dangers associated with the war on terrorism, and the forces of nature. Below is a list of the possible hazards, but not all of the hazards you may encounter.

Travel is by vehicle, animal, bus, and on foot. Travel by foot is over rugged, unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, glaciers, steep slopes, and slippery rocks. Attendant risks include vehicle accidents, falling, drowning, and others usually associated with such travel, as well as environmental risks. The travel in foreign countries includes automobile, taxi, truck, bus, train, aircraft, helicopter, pack animal, and other modes of transportation. Many times the risks associated with transportation can be as great as the mountaineering risk itself. You assume the risk of all travel arranged by yourself or by SAF.

Meals are prepared over stoves and sometimes-open fires. Water often requires disinfecting before use. Camping hazards may include burns, tent fires, carbon monoxide poisoning, cuts, diarrhea and flu-like illness. All water must be treated before ingesting once you leave the United States.

Environmental risks include rapidly moving, deep or cold water, insects, snakes, and predators including large animals, falling and rolling rock, lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks are frostbite, high altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Climbing and Mountaineering are hazardous. The obvious accidents that occur in climbing are falling while climbing, whether you fall only a few feet, part way down the mountain, or all the way to the bottom. As you fall you may hit objects or the terrain in your path. If a rope stops your fall, the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height. In addition to the hazards of falling, falling objects may hit you. Rocks, ice, snow, climbing equipment and even people may fall and hit you as you are standing or while climbing.

Equipment may fail. The extreme conditions of the environment in which climbing and mountaineering equipment is used, in conjunction with the damage cause by the environment, can cause climbing equipment to fail. The rock or ice to which you are holding or to which you have placed protection may break, causing you to fall or causing your protection to pull out from the rock or ice. As you climb you may also experience rope burns from handling the rope. There are many hazards associated with snow, ice, and glacier climbing. Ice climbing is a technical activity involving the use of technical equipment including ice axes and crampons. Ice axes must be used properly to be effective and to prevent injury to you or other people. Crampons have sharp points on the bottom and front of the boot. These points are dangerous to you and other people. Ice climbing involves cold, water and steep terrain. Ice is constantly falling and can cause injury if you are hit. Other objects may fall and hit you due to thawing or being knocked down by the ice or other climbers.

Avalanches are often a threat in the mountains. An avalanche is snow and ice that has released from the mountain and is moving down the mountainside. If you are trapped in an avalanche you can be injured or suffocated by the avalanche or trapped in the avalanche, which may kill you. The avalanche debris may force you into a collision with other immovable objects, which might injure or kill you or you may be forced into a crevasse or over a cliff.

Glacier travel is always dangerous. Crossing crevasses or waling over snow bridges covering a crevasse can lead to a fall into a crevasse. Falling into a crevasse can cause injuries due to the fall or objects hitting you

during and after your fall. You may also be injured while stopping in the bottom or wedging into the sides. Once in a crevasse you will be subject to cold and hypothermia. Another aspect of glacier travel to be aware of is the danger from seracs, large blocks of ice or snow you may need to walk near or around. Many times while crossing glaciers or hiking in the mountains, you will be in an area where seracs or ice can fall, injuring or killing you.

You may trek and climb at altitude to which you will not be accustomed. Altitude sickness is the term used to describe the effects on a human body at altitudes higher than the person is accustomed to. Altitude sickness is usually associated with nausea, headaches and a loss of appetite. Altitude sickness can lead to conditions that may result in death. You must understand that the mountaineering expedition in which you are about to participate includes a high degree of risk of hypothermia. High Altitude Pulmonary Edema (HAPE) and High Altitude Cerebral Edema (HACE) occur when you are at altitudes and have not acclimated properly. HAPE and HACE can be fatal if not recognized and treated quickly. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Hypothermia can quickly result in death.

Medical care, as you understand it, may not be available outside the United States. You may be hours or days travel by water, porter, animal or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in the United States. The medical personnel you will be treated by may not have the same training as medical personnel in the U.S. You will be subject to bacteria, viruses and diseases, which are rare or unknown in the U.S. You will need to be vigilant in your normal daily habits such as eating, hand-washing and bodily functions in order to not introduce dangerous bacteria, virus and diseases into your system.

Decisions are made by SAF staff and Participants on a high altitude expedition based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. Participant understands and agrees to abide by these decisions. However, the Participant must exercise their own ability and thought in keeping safe and secure, and is solely liable for their safety and that absent direction from SAF it is his or her decision to travel, return home, or descend at any time. Throughout the trip, Participant is responsible for his or her own safety and for the safety of other members of their expedition. Participant agrees to adhere to all decisions made by the employees, contractors, guides, owners and members of SAF at all times. Participant understands that those decisions may be based on many factors, including the overall safety of the group. Participant understands and agrees to those decisions, which are in fact the way most professional conducted high-altitude expeditions operate.

There is a high level of stress and anxiety while undertaking any mountaineering expedition. In addition you may encounter or see sights, which may disturb you. It is also possible that some participants will suffer mental anguish or trauma from the experience or their injuries.

This is not an exclusive or exhaustive list of possible risks, injuries, trauma, or accidents that may occur while mountaineering. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them, as well as other possible injuries not mentioned above. Some injuries occur more often when the participants are using illegal drugs or alcohol or are not physically able to undertake the expedition, so the use of illegal drugs or alcohol will not be permitted on the trip while engaged in climbing or mountaineering.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

For good and valuable consideration, including but not limited to my participation in the Outside Adventure Film School and related activities, the receipt and sufficiency of which is hereby acknowledged:

I certify that my family, including minor children, spouse, representatives, heirs, assigns, subrogors, and dependent parents, understands the risks of mountaineering and the legal consequences of this document. I am fully capable of participating in the mountaineering expedition. I state that I have read the above statement on some of the possible risks in trekking and mountaineering, and I voluntarily accept them. Therefore, I assume all risks in participating in this activity, including but not limited to those listed above, for myself and my family, including minor children, spouse and dependent parents, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant or the negligence of SAF, its guides, agents and employees. I also understand that SAF reserves the right to refuse continued participation in the expedition to any person it judges to be incapable of meeting the rigors and requirements of participation. I am in good physical condition and able to undertake this expedition.

I further agree to release, acquit and covenant not to sue SAF for any and all claims, causes of action or damages, or remedies in equity of whatever kind, including those alleging the negligence of SAF, other participants, my family, minor children, spouse, dependent parents, myself, or my heirs, against SAF arising out of participation in this expedition. In short, I cannot sue SAF and if I do, I cannot collect any money.

I agree to indemnify and hold harmless SAF from all claims, damages, losses, injuries and expenses arising out of or resulting from my family's or my participation in these activities. This indemnification extends to the members of my immediate family, minor children, spouse and dependent parents in my household.

I agree to indemnify and hold harmless SAF for any costs associated with my death or with any injury I may receive, or transportation not covered in the itinerary due to my death or injury or early departure.

I hereby authorize any medical treatment or rescue deemed to be necessary I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to

render necessary emergency medical care for my family or myself. I hereby authorize the release of any medical information in the possession of SAF to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against SAF or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information.

I agree that Colorado law shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement or any disagreement or legal action between the parties, and that any legal action, lawsuits or arbitration resulting from my participation in this activity shall be brought only in Boulder County, Colorado.

Should a court of competent jurisdiction declare any part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it were an original. The terms of this agreement shall continue and be in effect after the expedition.

I hereby agree that if SAF is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay SAF's costs and attorney fees if they successfully defend such action, lawsuit or litigation.

I, _____ (Participant print full name), of my own free will, for my family, minor children, spouse, dependent parents, my heirs and executors, assigns and myself, have had a full opportunity to review this document and I have read, understand, accept and acknowledge the risks and liability for myself and my family.

Participant's Signature: _____ Date _____

Signature of Participant's Spouse (REQUIRED): _____ Date _____

If under 18, Parent must also sign. Signature: _____ Date _____

Parent please print full name: _____

SHARED FOOTAGE & FILM RIGHTS RELEASE

I, _____ (Participant print full name), hereby authorize SAF to use my finished film, any of my footage shot during the Outside Adventure Film School, any images taken of me or any images taken by me during the Outside Adventure Film School (hereinafter also referred to as "Student Film") in any manner that they see fit. I hereby agree to release the rights to my Student Film to SAF for their unrestricted use. I hereby understand that by signing this document I am entering into a partnership with SAF where all rights to my Student Film are equally shared between myself, the Participant, and SAF.

Participant's Signature: _____ Date _____

If under 18, Parent must also sign. Signature: _____ Date _____

Parent please print full name: _____