

**Northwest Mountain School
International Climbing and Skiing Application**

PARTICIPANT INFORMATION (Page 1 of 2)

Program & Departure Date: _____
Full Legal Name: _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone (H): _____ **Phone (W):** _____ **Phone (C):** _____
Fax: _____ **E-mail Address:** _____
Date of Birth: ___ / ___ / ___ **Citizenship:** _____ **Marital Status:** _____

PASSPORT INFORMATION:

For International Programs Please send a photocopy of the first 2 pages of your passport.

Passport Number: _____ **Expiration Date:** ___ / ___ / ___
Date and Place Passport Issued: _____
Place of Birth: _____ **Citizenship:** _____

MOUNTAINEERING or SKIING EXPERIENCE

Please list your previous mountaineering or skiing experience, and any other activities related to this program (i.e. ski ability, hiking, etc.) Use additional sheets if necessary.

EMERGENCY CONTACT INFORMATION

NAME: _____ **Relationship:** _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone (H): _____ **Phone (W):** _____ **Phone (C):** _____
Fax: _____ **E-mail Address:** _____

OTHER INFORMATION

How did you hear about the Northwest Mountain School? _____

PARTICIPANT INFORMATION (Page 2 of 2)

INSURANCE INFORMATION

I have purchased Travel Insurance for this program: ___ Yes ___ No

If yes, Provider and policy number _____

I have purchased Trip Cancellation Insurance for this Trip: ___ Yes ___ No

If yes, Provider and policy number _____

TRAINING AND CONDITIONING

Please describe how you plan to prepare physically for this trip. Use additional sheets if necessary.

ACCOMODATIONS AND MEALS

Would you like single occupancy? ___ Yes ___ No If you indicate yes, please note that there will generally be an additional fee for single occupancy. Please note that on some trips it may not be possible to fulfill requests for single occupancy.

Is there a person in the group you would like to be paired with? _____

Are there any foods that you do not eat? _____

PAYMENT INFORMATION:

Program Fee \$ _____ # of people you are paying for _____

Fee Included \$ _____

- I am paying my non-refundable deposit.
- I am paying my final amount due.
- Please have my balance due automatically charged on the due date

Please charge \$ _____ . _____ to my ___ Visa ___ Mastercard

Name on Card _____ Signature _____

Card Number _____ - _____ - _____ Expiration Date _____ - _____

Billing Address: (Street) _____

(City, State, Zip) _____ CVV/CVC# _____

\$500 DEPOSIT DUE WITH APPLICATION, BALANCE DUE 90 DAYS PRIOR TO COURSE. SUBMIT FULL PAYMENT IF APPLYING LESS THAN 90 DAYS BEFORE COURSE. SOME PROGRAMS MAY REQUIRE A 25% DEPOSIT IN PLACE OF \$500 DEPOSIT.

Participant Medical Information: (page 1 of 1)

Please provide as much detail as possible with each response. Use additional sheets of paper if needed. Participation in any international climbing, trekking, or skiing program can be very strenuous and requires participants to be in good health. Many of our trips take place in areas where definitive medical care is unavailable. Our staff needs a very complete picture of your medical history in order to provide care should you be injured or become ill during your program. Your signature on this application indicates that the information you provide is true. Northwest Mountain School reserves the right to refuse service at the participant's expense due to misrepresentation of medical or background information.

- 1. List any major accidents, illnesses, or operations you have had in the past 5 years.**

- 2. Do you have any limitations on your activities?**

- 3. Are you taking any medications? (if yes, give dosage and reason for medication.)**

- 4. List any/all allergies to food and/or medication:**

- 5. Have you ever had frostbite or a cold-related injury/illness? If yes, please elaborate.**

- 6. Have you ever experienced any form of altitude illness?**

- 7. Do you have any dietary restrictions?**

- 8. Do you have back, knee, or other joint problems? If yes, please describe**

- 9. Do you wear glasses or corrective lenses?**

- 10. What is your level of first-aid training?**

- 11. Do you carry any medical insurance? If yes, indicate insurance Provider.**

- 12. Is there any other information you feel our staff needs to have about your medical or physical condition?**

BACKGROUND TO OUR AGREEMENT

You wish Northwest Mountain School ("NMS") to provide the services of its staff on the program or expedition indicated on Page 1 of this application (the "Program and Departure Date"). This document contains our agreement with respect to NMS's provision of services, and the fees and expenses arrangements with NMS (our "Agreement").

FEES AND EXPENSES

This is a package program. Your package includes those things listed on the course page for this trip on our website or those things agreed to in writing during the organization of the trip. You will pay NMS a guide fee ("Guide Fee") for its provision of an NMS staff member or members. This fee covers the guide's expenses and the guide's transportation to/from the course area, unless other arrangements are agreed to via e-mail, or in the trip planning process. Additionally it covers fees your guide or NMS pay to outfitters hired to help with the execution of your trip, and other trip costs as outlined on this trip's course page on our website. Your guide fee does not include: your flights to/from the expedition, your meals in town, your lunch food, your personal climbing or ski equipment, personal insurance of any kind, gratuities to guides or other staff or additional hotel nights. We also offer "cost-plus" pricing on custom programs, in which you pay the actual cost of trip expenses plus the guide fee, plus a percentage of total expenses as an overhead fee.

The Guide Fee for which you are responsible to NMS is listed on our website unless agreed to in writing under special arrangement.

Cancellation and Refund Policy

The deposit amount for this expedition will be \$500.00 USD. All deposits and other payments are non-refundable. The final payment is due no later than 90 days prior to the departure date. 90 days prior to departure, no portion of your payment is refundable. 91 or more days prior to departure all payments are refundable minus the deposit, which is non-refundable. All requests for refunds must be received by our office in writing in order to be considered. On certain trips we may require payment of up to 25% of the total cost of the trip in advance of the trip to cover money we need to spend to organize the trip.

Your cancelled checks will serve as the receipt and verification of payment. You expressly agree that once the trip has begun there will be no refunds issued for any reason and agreed to adhere to our cancellation and refund policy as laid out below.

OTHER TERMS AND CONDITIONS

TRIP CANCELLATION

- Northwest Mountain School (NMS) reserves the right to cancel its portion of the trip for any reason prior to departure. In that event, NMS will refund application and program fees that you have paid to NMS. In circumstances where NMS has already made payments related to the program, or invested substantial preparatory time, an equitable portion of the fees may not be fully refundable, as determined by NMS in its sole discretion.
- NMS reserves the right to substitute scheduled staff if the planned guide's are unable to make the trip for any reason. This will not change the fee charged by NMS.

TRIP CANCELLATION INSURANCE:

-NMS strongly encourages you to consider purchase of trip cancellation insurance. Northwest Mountain School offers plans in conjunction with Travel-ex. Detailed policy information can be obtained at www.Travelex-Insurance.com. Enter location # 47-0108. We can also mail you travel and cancellation insurance application information upon request.

OTHER COSTS AND EXPENSES:

- You agree that the cost of any search and rescue undertaken on your behalf will be your financial responsibility, including costs incurred by NMS guides, NMS, other expeditions, any government agency, or any other person or organization.

- You acknowledge that during the Expedition, certain events may occur which may necessitate certain additional costs not contemplated at this time. These include but are not limited to evacuation costs, medical treatment, extra nights in hotels for yourself, or your guides, airline change fees or additional airline tickets, and related matters. You agree that those additional costs are not the responsibility of NMS or its staff and that you are responsible for payment of those costs.

MISCELLANEOUS

- As a condition to your participating in the Expedition, you are responsible for having obtained personal medical, accident, travel, baggage, cancellation, rescue, and other insurance relative to your participation in the Expedition. We do not provide these types of insurance and highly recommend you obtain coverage amounts sufficient to cover all fees and expenses payable by you for, among other matters, rescue, evacuation and medical costs, including repatriation to the U.S. You acknowledge that NMS provides you with no such insurance coverage, and that NMS is under no obligation to advance rescue, evacuation and medical costs for you.
- As a condition to your participating in the Expedition, you must have agreed to and signed a Participant Release of Liability and Assumption of Risk Agreement, substantially in the form of Exhibit A to this Agreement.
- NMS reserves the right to change the trip itinerary for any reason its staff deems necessary to provide a safe experience. NMS may direct the timing and extent of your participation in the Expedition as NMS staff deem necessary to provide a safe experience.
- By signing this agreement you represent that the information you provided in the initial pages is correct.
- This Agreement constitutes and embodies the entire agreement and understanding between you and NMS with respect to its subject matter and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between you and NMS with respect thereto. This Agreement may not be modified or amended except by a written amendment signed by both you and NMS.
- This Agreement will be governed by and interpreted in accordance with the internal laws of the State of Washington, without regard to conflicts of laws principles.
- In the event of any controversy or claim arising out of or relating to this Agreement, or the breach or interpretation thereof, the parties shall submit to the exclusive jurisdiction of and venue in the Superior Court of Chelan County, Washington, and appeal courts therefrom. Each party hereby waives all defenses of lack of personal jurisdiction and forum nonconveniens.
- If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding shall be entitled to recover, in addition to all other relief arising out of this Agreement, such party's reasonable attorneys' and other experts' fees and expenses.

I, _____ (Participant print full name), of my own free will, for my family, minor children, spouse, dependant parents, my heirs and executors, assigns and myself, have had a full opportunity to review this document and I have read, understand and agree to the terms and conditions contained herein. I have researched this trip and its risks and hazards and understand those risks and hazards and the terms and conditions listed in this document and agree to this information, terms, and conditions.

Signature or participant: _____
 Name of Participant: _____ Today's Date: _____
 Name and Date of Trip: _____

EXHIBIT A

**PARTICIPANT RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT
READ BEFORE SIGNING**

Northwest Mountain School, Inc.

Participant Name _____

Northwest Mountain School, Inc. makes every responsible effort to safeguard course participants and their belongings. However, Northwest Mountain School, Inc. wishes to inform participants fairly and honestly that risks and dangers exist and are inherent in any wilderness and outdoor adventure and educational activities. Therefore I, the undersigned, in consideration of the services of Northwest Mountain School, Inc., its officers, directors, employees, contractors, agents and representatives (collectively referred to in this Agreement as "NMS"), hereby agree to release and discharge NMS, on behalf of myself, my heirs, assigns, personal representatives, dependants, and estate as follows:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.

Disclosure of Known and Unknown Risks I understand and acknowledge that the activities in which I will be involved while on NMS courses bear known risks and unanticipated risks which could result in serious injury, death, illness or disease, physical or mental, and/or damage to my property or to other persons. The following describes some, but not all, of those risks:

- (a) Accident while traveling to and from course locations and activities in NMS and other vehicles;
- (b) Travel and camping in remote locations where sophisticated medical facilities and attention will be absent, rescue and evacuation may be lengthy, hazardous and complex, and the assistance of outside agencies may not be readily obtainable;
- (c) Exposure to the forces of nature such as inclement weather, heat, cold, storms and lightening;
- (d) Hazards of travel in mountainous areas and of rock and mountain climbing, including, among other things, risks of rockfall, icefall, avalanches, falling trees, falls on steep slopes and/or rocky ground, crevasse falls, and/or high altitude;
- (e) Hazards of river travel by whitewater rafts and kayaks, and sea travel by sea kayaks, including among other things, drowning, hypothermia, strong currents, large waves, powerful hydraulics, slips or falls on shore or into the river or ocean, entrapment by equipment or obstacles such as, trees, rocks, seaweed, and man-made obstacles, and/or collisions with equipment, other boaters, and obstacles in or around the river or ocean;
- (f) Viral and/or bacterial infection, and exposure to venomous creatures;
- (g) Any attempt on my part to perform beyond my physical and/or mental ability, and/or the onset, recurrence or aggravation of any medical condition;
- (h) Failure of equipment, whether owned by me, or provided by or rented from NMS or IMG; and/or
- (i) Failure on my part or on the part of other participants to comply with any NMS or IMG instruction.

NMS ACTIVITIES DO NOT TAKE PLACE IN A CONTROLLED ENVIRONMENT, AND WILL ALWAYS BE SUBJECT TO THE RISKS POSED BY THE FORCES OF NATURE AND TRAVEL IN REMOTE AREAS. THE NATURE AND EXTENT OF THOSE RISKS ARE NOT CAPABLE OF PRECISE DETERMINATION OR CONTROL. CERTAIN NMS ACTIVITIES ARE HAZARDOUS BY THEIR VERY NATURE.

**PARTICIPANT RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT
READ BEFORE SIGNING**

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNISE THAT IF ANYONE, INCLUDING ME, IS HURT OR DIES OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN NMS ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST NMS, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES.

3. 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 official immediately.

4. Sufficient Health and Insurance: I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in NMS activities and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

5. By participating in or attending any activity in connection with this program, whether on or off the premises, 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 connected to same.

6. Medical Information: Drugs: I have accurately completed the medical information required of me, and I have consulted with a medical professional concerning my participation in NMS activities. In the event of illness or injury occurring while participating in such activities, I hereby consent in advance to whatever medical or surgical diagnostic and/or restorative procedure or treatment is considered necessary in the judgment of the attending physician, medical technician or other person furnishing medical services. I agree not to have in my possession or take any alcohol, tobacco or controlled substances during my participation in any NMS course.

7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE NORTHWEST MOUNTAIN SCHOOL**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

8. Disputes. This agreement shall be governed by and interpreted in accordance with the internal laws of the State of Washington, USA, without regard to principles of conflicts of laws. I hereby submit to the exclusive jurisdiction of the courts of the State of Washington with respect to any matter or dispute arising out of or relating to all and any of my agreements with NMS, and/or any act or omission of NMS, and venue for any such dispute shall be in Chelan County, Washington. If any phrase or clause in this agreement is deemed to be unenforceable, the remaining language shall nonetheless remain in full force and effect. In the event of any dispute between NMS and me or my representatives arising out of this Agreement, or in any other way relating to my involvement in NMS activities, the substantially prevailing party shall be paid by the other party its reasonable costs and expenses (including attorneys and other expert fees) incurred in the dispute, including such costs and expenses on appeal.

