



ProVallone LLC

Private Guiding and Instruction

PROVALLONE RELEASE OF LIABILITY

In consideration of the services of Provallone, LLC, their agents, owners, officers, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Provallone"), I hereby agree to release, indemnify, and discharge Provallone, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate and agree to the provisions of this Participant Release ("Agreement"). I hereby acknowledge that any participation by me in skiing, ski mountaineering, mountain climbing, rock climbing or ice climbing, including activities on glaciers, steep snow, ice, rock and other alpine terrain, may expose me to known or unanticipated risks that could result in physical, mental or emotional injury, pain and suffering, paralysis, death or other harm to myself, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential quality of these activities.

These risks include, among other things: the hazards of skiing, climbing or other travel on steep or uneven terrain, including slips and falls or falling into a crevasse; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the adverse effects of altitude and cold, including hypothermia, frostbite, acute mountain sickness, pulmonary edema or cerebral edema; my own physical condition; physical exertion associated with these activities; mistakes of other participants or negligence of other skiers or climbers; and travel to and from these activities on mountain roads. PROVALLONE and the guides they hire seek safety, but are not infallible. They may misjudge or have insufficient knowledge about my health, fitness or abilities or those of other participants in these activities. They may misjudge the weather, the terrain or environmental conditions, or may give incomplete warnings or instructions. The equipment being used, whether provided by me or by PROVALLONE or others, may fail. I hereby assume and accept all of these risks and all other risks, known or unknown, of these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks. I hereby forever release, discharge and agree to indemnify and hold harmless PROVALLONE from any and all claims, demands, liabilities or causes of action of any nature whatsoever, which are in any way related to any of these risks or my participation in any of these activities, any act or omission of PROVALLONE or any failure of equipment furnished by PROVALLONE, including any claims which allege negligent acts or omissions of PROVALLONE. If PROVALLONE or anyone acting on their behalf incurs attorneys' fees or costs to enforce this Agreement, I hereby agree to indemnify and hold them harmless from all such fees and costs. I certify that I have adequate insurance to cover the costs of any injury or damage I may cause or suffer which are in any way related to any of these risks or my participation in any of these activities, including any medical, rescue and other costs or damages. In the absence of any such insurance, I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk and effects of any mental, physical or emotional condition I may now or at any time have.

I acknowledge that PROVALLONE LLC is a business in the State of Colorado. In the event that I or anyone on my behalf files a lawsuit against PROVALLONE, I agree for myself and all of my representatives to do so solely in the State of Colorado and that the law of that state shall apply in that lawsuit without regard to the conflict of laws of that state. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. It is my intention that my foregoing assumption of risks, indemnifications and release of PROVALLONE in this Agreement will be honored and strictly enforced in any court of law or equity and will be binding upon me and my spouse and children, if any, my parent(s) or legal guardian(s) and my heirs, assigns, personal representatives and estate. I have had sufficient opportunity to read this entire document. The terms "ski" or "skiing" in this Agreement apply equally to "snowboard" or "snowboarding," if included in my activities.

Signature of Participant: _____

Print name: _____ **Date:** _____

joe@provallone.com

+33 (06) 32 04 68 53
(970) 668-9657