SKYLIGHT MOUNTAIN GUIDES LLC
WAIVER & RELEASE
PLEASE READ CAREFULLY BEFORE SIGNING

The undersigned below (hereafter, "I", participant" or "me"), voluntarily enters into this legally binding Waiver and Release of Liability Agreement ("Agreement") with Skylight Mountain Guides LLC and Owner/Guide Jeremy Haas ("Skylight Mountain Guides" or "SMG"). As consideration for my participation in any SMG adventure, including pre and/or post adventure activities such as orientation and transports ("Trip"), I hereby attest that, after reading this Skylight Mountain Guides LLC Waiver and Release completely and carefully, I acknowledge, appreciate, and willingly agree to the following:

1. Acknowledgement/Agreement. This Agreement encompasses my relationship with SMG, and all Trip Guides, sub-contractors and suppliers who provide or make available facilities, premises, activities or services for the group ("Suppliers"), and their respective directors, officers, managers, employees, agents, guides, volunteers, independent contractors, representatives, owners, insurers, successors and assigns (together with SMG, hereinafter collectively referred to as the "Releasees"). For purposes of this Agreement the term "Trip" shall collectively include all backcountry skiing, hiking, snowshoeing and technical climbing related activities, events, or services provided, arranged, organized, conducted, sponsored, and/or authorized by the Suppliers, including but not limited to participation in any and all SMG activities, element exposed outdoor activities, travel to and from Trip areas and activities, travel while in the Trip areas, orientation and instruction; and other such activities, events and services in any way connected with or related to these activities. Please be aware that herein contains comprehensive waivers and releases of liability as well as a waiver of class action and venue selection and notice clauses.

2. Safety & Responsibility. I am aware that I may consult with any on-site Releasees to answer any questions I may have before or during the Trip. I acknowledge that I have been recommended to obtain and maintain travel insurance, and it is my responsibility to check whether such insurance(s) will cover the Trip I intend to participate in. I understand that Releasees do not provide any type of insurance whatsoever to participants and that I have been advised to obtain suitable travel insurance on my own. Furthermore, I assume full responsibility for the risk of bodily injury, death or property damages while participating in the Trip. I assume responsibility for adhering to all safety protocols and guidelines as instructed, and for any equipment, accommodation, transportation, or personal property of any third-party that may be broken or damaged while in my possession or in my use, and will comply with the immediate reimbursement of such items. In addition, I attest that my personal equipment is in good condition and assume full responsibility for damage, loss or any costs incurred related to said equipment. I acknowledge no guarantees have been made with respect to achieving Trip objectives. I agree to comply with the instructions and directions of the SMG Guide and accept SMG Guide's right to terminate an activity for the safety of myself and/or other participants. I realize that if I do not understand any instruction or direction I am expected to ask for clarification, and my safety and the safety of others may depend upon my doing so.

3. Physical Health & Medical Treatment Authorization.. To the best of my knowledge, I have truthfully answered SMG's Medical & Insurance Questionnaire attached herein and hereby certify that I am physically and mentally fit for participation in the Trip, and I have not been advised otherwise. I am aware the physical demands and strenuous activity required to participate in the Trip and that this can activate my pre-existing injuries or conditions, if any. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Trip. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Trip, I authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary by the attending medical personnel if I am not able to consent on my own behalf. Additionally, I authorize medical treatment solely at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

4. Assumption of Risks. I am fully aware of the risks connected with participating in the Trip, including but not limited to, risk of acts, government actions, war, insurrection, terrorist or criminal activity, force majeure, high altitudes, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to plants and to extreme weather and the elements, including heat, cold, sun, water, and wind; my own negligence and/or the negligence of others, including Suppliers, SMG Guides, other participants, SMG and its owners, employees, agents and/or representatives; attack by or encounter with injury or death from: collisions involving motor and conveyance vehicles including ski lifts, unpredictable on/off roadway hazards including road or pathway conditions, slips, and falls including entering or exiting vehicles/ski lifts and lack or use of safety equipment/devices, bites or other attacks by or encounters with insects, reptiles, animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which I am not prepared or other such accidents; the negligence or lack of adequate training of any Suppliers and/or other third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided. Additional inherent risks related to my Trip

include, but are not limited to, unpredictable and unregulated interaction of skiers/snowboarders and hazards traveling on ski slopes including mountainous terrain/weather conditions (e.g., ice, snow, avalanches, frost bite or other cold related injuries), skill level, excess speed, loss of control and collisions with stationary and/or hidden objects such as rocks, trees, stumps, fencing or other skier, and improper use of equipment including helmets, rappel and descent errors (e.g., improper device setup, miscommunication, rappelling off rope ends, or going off unanchored) and any other injuries related to falling from cliffs or slopes while climbing or descending terrain. FURTHER, I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL SUCH RISKS, DANGERS, AND HAZARDS (INCLUDING THOSE NOT SPECIFICALLY MENTIONED ABOVE) AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM. I HEREBY ACKNOWLEDGE, AGREE, AND UNDERSTAND THAT THE USE OF ANY OF ANY RELEASEE'S FACILITIES, SERVICES, EQUIPMENT, OR PREMISES INVOLVES RISK OF INJURY TO MY PERSON AND PROPERTY. BY ENGAGING IN SUCH USE, I VOLUNTARILY ACCEPT AND ASSUME FULL RESPONSIBILITY FOR SUCH RISKS.

5. Use of Alcohol and/or Illegal Drugs Prohibited; Compliance with Law. While present on the Trip, I will fully comply with all local, state, and federal laws, regulations, advisories, guidelines, and ordinances. If I use, consume or am under the influence of alcohol or illegal drugs prior to or while engaging in the Trip, even in the event of negligence or fault by the Suppliers and/or Releasees or any other third parties, I assume and accept all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom and my indemnification below shall cover any and all liability for any damage to property or personal injury to any third party, resulting from my engagement in the Trip, while, during, or after consumption of illegal drugs/alcohol.

6. Release of Liability, Waiver of Claims and Indemnity. In consideration of the Suppliers and Releasees allowing me to participate in the Trip and permitting me the use of their property and equipment, where applicable, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows: TO WAIVE ANY AND ALL CLAIMS THAT I NOW HAVE OR THAT MAY ARISE IN THE FUTURE AGAINST THE SUPPLIERS AND RELEASEES AND TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, CLAIMS, DAMAGES, EXPENSES OR INJURY INCLUDING DEATH THAT I MAY SUFFER, OR MY MINORS OR MY NEXT OF KIN MAY SUFFER, RESULTING FROM MY PARTICIPATION IN THE TRIP AND IN CONNECTION WITH TRAVEL ACCOMMODATIONS, ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THE HAZARDS AND RISKS ASSOCIATED WITH ANY TRIP ACTIVITY INCLUDING ANY RELATED TO BACKCOUNTRY SKIING AND TECHNICAL CLIMBING, AND OVERALL TRIP, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE ON THE PART OF THE SUPPLIERS OR RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE SUPPLIERS OR RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR TRIPS, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, REFERRED TO ABOVE, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW. I AGREE TO HOLD HARMLESS AND INDEMNIFY THE SUPPLIERS AND RELEASEES (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR DAMAGE TO REAL OR PERSONAL PROPERTY OR PERSONAL INJURY TO ANY THIRD-PARTY RESULTING FROM MY PARTICIPATION IN THE TRIP, AND ANY AND ALL LIABILITY INCLUDING, BUT NOT LIMITED TO, THE COST OF SUIT AND REASONABLE ATTORNEYS' FEES; AND THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON ANY AND ALL HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, REPRESENTATIVES, INCLUDING IN THE EVENT OF MY DEATH OR INCAPACITY. IN ADDITION, IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A PARTICIPATING MINOR, YOU ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIMS BROUGHT BY OR ON BEHALF OF THE MINOR.

7. Governing Law/ Jury & Class Action Waiver. I agree that any rights, duties, and obligations between the parties to this Agreement shall be governed and interpreted solely in accordance with the laws of the State of Vermont and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within a court of competent jurisdiction in the State of Vermont. I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY AND SHALL NOT BRING FORTH ANY CLAIM, DISPUTE OR ACTION AS A MEMBER OF A CLASS ACTION OR REPRESENATIVE PROCEEDING.

BY SIGNING BELOW, I CERTIFY THAT: 1) I AM 18 YEARS OF AGE OR OLDER, 2) AM OF SOUND MIND, 3) HAVE READ THIS SKYLIGHT MOUNTAIN GUIDES LLC WAIVER & RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND AND AGREE TO ITS TERMS, 4) I AM NOT RELYING ON ANY OTHER STATEMENT OR DOCUMENT EXCEPT THE APPLICABLE SMG'S TERMS & CONDITIONS IN AGREEING TO THESE TERMS, 5) SIGN THIS DOCUMENT FREELY, VOLUNTARILY AND WITHOUT INDUCEMENT (AND IF APPLICABLE, ON BEHALF OF MY MINOR), AND 6) UNDERSTAND THAT I (AND MY MINOR) HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ MINOR NAME (IF APPLICABLE): _____

MEDICAL & INSURANCE QUESTIONNAIRE

PARTICIPANTS NAME:_____

Email Address: _____ Occupation: _____

Date of Birth: _____ Gender Identity: _____

EMERGENCY CONTACT (Name/Phone): _____

- ✓ List medications that you have taken today:
- ✓ List medications that you are carrying today:
- ✓ Do you have a history of anaphylaxis or allergies? YES or NO
  If so, list your known allergens.

- ✓ Do you have Diabetes? YES or NO
- ✓ Do you have a history of Seizures? YES or NO

- ✓ Do You have Heart Disease and/or Hypertension? YES or NO
- ✓ Do you have a history of or currently have asthma? YES or NO
- ✓ Do you have relevant musculoskeletal injuries or related surgeries? YES or NO
  If so, describe the injury/surgery.

- ✓ Do you have problems with vision or hearing? YES or NO

- ✓ Have you had a recent concussion? YES or NO

- ✓ To the best of your knowledge, do you have any other medical or health issues that would prevent you from fully participating in activities provided by Skylight Mountain Guides, Inc.?
  YES or NO

- ✓ Do you have health insurance? YES or NO
  If so, who is your carrier?

- ✓ Are you under the influence of illegal drugs or alcohol? YES or NO

Travel Insurance Information (if applicable): _____