

**RELEASE OF LIABILITY  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**I. Definitions**

In this Release Agreement, the term "wilderness activities" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: skiing, snowboarding, snowmobiling, hiking, snowshoeing and other form of backcountry travel; rental or use of skis, snowboards or other equipment; demonstrations; orientation and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles and motor vehicles; and other activities, events and services in any way connected with or related to wilderness activities.

**II. Avalanche Airbag System**

The Avalanche Airbag System consists of a backpack integrating an airbag system which is inflated by manually pulling an activation handle. Once inflated, an AAS may assist in keeping a person caught in an avalanche closer to the surface, thus potentially increasing the chances of survival. The AAS may not always inflate and may not protect the user against trauma during an avalanche.

**III. Assumption of risks - avalanches, alpine terrain, wilderness travel, weather etc.**

I am aware that wilderness activities involve risks, dangers, and hazards. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for wilderness activities or whether an avalanche may occur. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected and involves many risks, dangers, and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; variable and difficult snow conditions; snowcat roads and road banks, fences, and other man-made structures; snow immersion; impact or collision with other persons, vehicles or objects; encounters with domestic or wild animals; loss of balance or control; slips, trips and falls; becoming lost or separated from one's party or guide; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; equipment failure; negligent first aid; negligence of other persons, including other guests. Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat, or snowmobile hazardous.

**IV. Release of liability, waiver of claims and indemnity agreement**

In consideration of the releasees allowing me to participate in wilderness activities, I hereby agree as follows:

- 1. To waive any and all claims** that I have or may in the future have against the releasees and to release the releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in wilderness activities, **due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the releasees.** I understand that negligence includes failure on the part of the releasees to take reasonable

steps to safeguard or protect me from or warn me of the risks, dangers, and hazards of participating in wilderness activities.

*Signature of Guest* →

2. To hold harmless and indemnify the releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness activities.

*Signature of Guest* →

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.  
 4. This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the Romanian laws and no other jurisdiction; and  
 5. Any litigation involving the parties to this Release Agreement shall be brought solely within Romania and shall be within the exclusive jurisdiction of the Courts of Timis County, Romania.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of wilderness activities, other than what is set forth in this Release Agreement.

I confirm that I have read this release agreement, I fully understand the clauses I hereby agree, and I am aware that by signing this release agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the releasees. I speak and understand English language and I acknowledge that this release agreement shall apply to all future participation in wilderness activities.

*Signature of Guest* →

I am aware of the risks, dangers and hazards associated with wilderness activities and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

*Signature of Guest* →

<b>Name</b>	<i>Last</i>	<i>First</i>	<i>E-mail</i>		
<b>Address</b>	<i>Street</i>		<i>City</i>	<i>Prov/State</i>	
	<i>Country</i>	<i>Postal code</i>	<i>Date of birth</i>	<i>Age</i>	<i>Weight</i>

**WILDERNESS ACTIVITIES  
SAFETY BEHAVIOUR INSTRUCTIONS**

**I. Behavior in open mountain areas**

**Avalanches:** Never walk unattended on slopes with an inclination higher than 30 degrees.

**Low visibility:** Remain all the time in visual contact with the group. Do not leave the group at any time. The group will move on terrain leaded and followed by mountain team personnel.

**Wind chill:** Stay aware and alert of any little changes on extremities and exposed parts of your body and others (e.g. changes in color, red white yellowish dots, itches, small pain). First degree frostbites are deceiving and hard to observe.

**Ridges, cornices, hidden rocks (knee injury):** Stay inside the area designated by the mountain team personnel. The group will move on terrain led and followed by mountain team personnel.

**II. Behaviors in forested terrain**

**Falling branches/trees:** Remain alert in case of strong winds.

**Wildlife:** Do not approach at any time passing animals, stay inside the group.

**Treewells:** Walk slowly in control around snowcovered bushes or trees.

**Creek Crossings:** Assess the ice thickness and try to step on rocks.

**Steep slippery segments:** Hold with two hands onto the rope while being belayed by the mountain team personnel, facing the slope, small steps.

*If you have reached this, we thank you and advise to read it one more time thoroughly!*

<b>Name</b>	<i>Last</i>	<i>First</i>	<i>E-mail</i>		
<b>Address</b>	<i>Street</i>		<i>City</i>	<i>Prov/State</i>	
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