



Keep Your Sights On Challenge

Release of Liability and Assumption Of All Risks

(Please Read Carefully: This Is a Legally Enforceable Waiver of Rights)

Assumption of Risks

I _____, acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip which I may subsequently transfer to).

I am voluntarily participating on the Alpenglow Adventures d/b/a Easter Seals Camp Kysoc tour or expedition with the knowledge that travel to foreign countries and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: the forces of nature; wild animals; civil unrest; terrorism; roads; trails; hotels; vehicles; boats, or other means of conveyance which are not operated or maintained at standards common in the United States; high altitude; accident or illness, without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages; or negligence (but not willful or fraudulent conduct on the part of Alpenglow Adventures d/b/a Easter Seals Camp Kysoc). I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation. I Hereby Agree To Be Responsible For My Own Welfare, and accept Any And All Risks Of Delay, Unanticipated Events, Illness, Injury, Emotional, Trauma, or Death And Verify This Statement By Placing My Initials Here_____

Alpenglow Adventures

Keep Your Sights On Challenge

I acknowledge that the cost of all Alpenglow Adventure Trips / Easter Seals Camp Kysoc trips is based upon Trip Participants executing this Release of Liability and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby Release and Discharge Alpenglow Adventures d/b/a Kentucky Easter Seal Society, Inc. and Its Agents And Employees From And Against Any And All Liability Arising From My Participation in The Trip, The Tour or Expedition. I agree that this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all risk of travel and to release Alpenglow Adventures/Easter Seals Camp Kysoc from any and all liabilities to the maximum extent permitted by law.

I understand that all applications are subject to acceptance by Alpenglow Adventures/Easter Seals Camp Kysoc and upon acceptance shall be deemed to have been entered into and to be performed in Frankfort, Kentucky. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply:

(a) the dispute will be submitted to a neutral third party mediator in Frankfort, Kentucky with both parties splitting equally the costs of such a mediator. If the dispute cannot be resolved through mediation, then (b) the dispute shall be submitted for binding arbitration through the American Arbitration Association in Frankfort, Kentucky; (c) the dispute will be governed by Kentucky law; and (d) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with Alpenglow Adventures.

Knowing and Voluntary Execution

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "General Information" especially noting those regarding cancellation and refund policies, limitation of liability, and

Alpenglow Adventures

Keep Your Sights On Challenge

responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it on my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature of Applicant: _____

Dated: _____

Parent or Guardian of A Minor I certify that I am the parent or legal guardian of the below named minor and hereby give my permission for this minor to participate in this trip or expedition. I agree individually and on behalf of my child to the terms above.

Name of Minor if applicable: _____

Signature of Parent or Guardian: _____

Please mail this Application with your deposit of \$100, payable to Alpenglow Adventures or Easter Seals Camp Kysoc and complete the credit card information in order to charge the deposit.

Charge deposit to: Visa Master Card

Card number: _____ Exp. Date: _____

Three- digit security code: _____

Your Name (as it appears on card): _____

Trip you are registering for: _____