



**Participant Agreement, Release, And Acknowledgment of Risk.**  
**KL Expeditions Ltda & Aconcagua Express SRL., An international**  
**mountain guide service**  
**JOAQUIN OYARZUN**

(3 pages)

IN CONSIDERATION OF THE SERVICES OF KL EXPEDITIONS & ACONCAGUA EXPRESS AND JOAQUIN OYARZUN, THEIR AGENTS, OWNERS, OFFICERS, VOLUNTEERS, PARTICIPANTS, EMPLOYEES, AND ALL OTHER PERSONS OR ENTITIES ACTING IN ANY CAPACITY ON THEIR BEHALF (HEREINAFTER COLLECTIVELY REFERRED TO AS "KLE/AEE/JOB"), I HEREBY AGREE TO RELEASE, INDEMNIFY, AND DISCHARGE KLE/AEE/JOB, ON BEHALF OF MYSELF, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE AS FOLLOWS.

**1.** I ACKNOWLEDGE THAT MY PARTICIPATION IN OUTDOOR ADVENTURE BASED ACTIVITIES SUCH AS ROCK AND ICE CLIMBING, EXPEDITION, SKI MOUNTAINEERING, CROSS COUNTRY SKIING, AND ALPINE SKIING ENTAILS KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO MYSELF, TO PROPERTY, OR TO THIRD PARTIES. I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY.

**THE RISKS INCLUDE**, AMONG OTHER THINGS: THE HAZARDS OF WALKING ON UNEVEN TERRAIN AND SLIPS AND FALLS; BEING STRUCK BY ROCK FALL, ICEFALL OR OTHER OBJECTS DISLodge OR THROWN FROM ABOVE; THE USE OF CLIMBING ROPES AND EQUIPMENT; THE FORCES OF NATURE, INCLUDING LIGHTNING, WEATHER CHANGES AND AVALANCHES; THE RISKS OF FALLING OFF THE ROCK, MOUNTAIN OR INTO A CREVASSE; THE RISKS OF EXPOSURE TO INSECT BITES; THE RISKS OF ALTITUDE AND COLD INCLUDING HYPOTHERMIA, FROSBITE, ACUTE MOUNTAIN SICKNESS, CEREBRAL AND PULMONARY EDEMA; MY OWN PHYSICAL CONDITION, AND THE PHYSICAL, EMOTIONAL EXERTION ASSOCIATED WITH THIS ACTIVITY.

**FURTHERMORE**, KLE/AEE/JOB GUIDES/INSTRUCTORS/FACILITATORS HAVE DIFFICULT JOBS TO PERFORM. THEY SEEK SAFETY, BUT THEY ARE **NOT INFALLIBLE**. THEY MIGHT BE UNAWARE OF A PARTICIPANT'S FITNESS OR ABILITIES. THEY MIGHT MISJUDGE THE WEATHER, OR ENVIRONMENTAL CONDITIONS. THEY MAY GIVE INADEQUATE WARNINGS OR INSTRUCTIONS, AND THE EQUIPMENT BEING USED MIGHT MALFUNCTION.

**2.** I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THIS ACTIVITY IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE IN SPITE OF THE RISKS.

**3.** I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS KLE/AEE/JOB FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY OR MY USE OF KLE/AEE/JOB'S

**I have read and understand this page. Please initial:**

EQUIPMENT OR FACILITIES, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF **KLE/AEE/JOB**.

**4.** SHOULD KLE/AEE/JOB OR ANYONE ACTING ON THEIR BEHALF, BE REQUIRED TO INCUR ATTORNEYS' FEES AND COSTS TO ENFORCE THIS AGREEMENT, I AGREE TO INDEMNIFY AND HOLD THEM HARMLESS FOR ALL SUCH FEES AND COSTS.

**5.** I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE I MAY CAUSE OR SUFFER WHILE PARTICIPATION, OR ELSE I AGREE TO BEAR THE COSTS OF SUCH INJURY OR DAMAGE MYSELF. I FURTHER CERTIFY THAT I HAVE NO MEDICAL OR PHYSICAL CONDITIONS WHICH COULD INTERFERE WITH MY SAFETY IN THIS ACTIVITY, OR ELSE I AM WILLING TO ASSUME — AND BEAR THE COST OF — ALL RISKS THAT MAY BE CREATED, DIRECTLY OR INDIRECTLY, BY ANY SUCH CONDITION.

**6.** I FURTHER AGREE THAT KLE/AEE/JOB SHALL HAVE COMPLETE DISCRETION TO DECIDE WHEN, WHERE, HOW, TO WHAT EXTENT, AND UNDER WHAT CIRCUMSTANCES MY RESCUE SHOULD BE REQUIRED. PROVIDED I AM INCAPACITATED OR RENDERED INCOMPETENT DUE TO ILLNESS OR INJURY, AND I AM UNABLE TO MAKE MY OWN DECISIONS, I CONSENT TO ANY EMERGENCY MEDICAL TREATMENT OR HOSPITAL CARE THAT MAY ARISE FROM PARTICIPATING IN ACTIVITIES WITH KLE/AEE/JOB. I ACCEPT FULL RESPONSIBILITY FOR ANY, AND ALL EXPENSES INCURRED, AS A RESULT OF MY INJURY, ILLNESS, OR DEATH, INCLUDING ALL MEDICAL SERVICES AND RESCUE COSTS, AS WELL AS MY COSTS IF I LEAVE THE TRIP FOR NON-MEDICAL REASONS. THAT IS FOR I ACCEPT TO GIVE MY CREDIT CARD DETAILS IN ORDER TO PREPAY ANY EXPENSES MENTIONED ABOVE.

**7.** IN THE EVENT THAT I FILE A LAWSUIT AGAINST KLE/AEE/JOB, I AGREE TO DO SO SOLELY IN THE CITY OF SANTIAGO DE CHILE, AND I FURTHER AGREE THAT THE SUBSTANTIVE LAW OF THAT COUNTRY SHALL APPLY IN THAT ACTION. I AGREE THAT IF ANY PORTION SHALL REMAIN IN FULL FORCE AND EFFECT.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST KLE/AEE/JOB ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN.**

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

**Signature of Participant:** \_\_\_\_\_  
**(Please initial page #1)**

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_

**I have read and understand this page. Please initial:**

Phone: \_\_\_\_\_

**Parents or Guardians Additional Indemnification (Must be completed for participants under 18)**

In Consideration of \_\_\_\_\_ (print minors' name) ("Minor") being permitted by IMGS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless KLE/AEE/JOB from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation

**Parent or Guardian SIGNATURE:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ .

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**KL Expeditions, Ltd.**

Joaquin Oyarzun – Legal Representative

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