



**GRAY
WOLF
RANCH**

ACKNOWLEDGMENT OF RISKS

On a limited basis, Gray Wolf Ranch Incorporated (GWR) offers wilderness treks and other outdoor activities to individuals not in residence at its facilities in Port Townsend, Washington. For convenience, the wilderness treks and other outdoor activities are referred to as “wilderness activities” in this document.

In consideration of being permitted to participate in wilderness activities organized or provided by GWR, I agree as follows:

A wilderness activity provides unique experiences in a natural setting. *No wilderness activity can be without risks.*

Although GWR has taken and will take reasonable steps to provide appropriate equipment and skilled staff so I can enjoy a wilderness activity for which I may not necessarily possess all of the skills at the outset, I understand and acknowledge that there are inherent risks associated with any wilderness activity, including certain risks which cannot be eliminated without destroying its unique character. I do not expect that GWR will provide a wilderness activity that is free of inherent risks. I also understand and acknowledge that decisions will be made in a wilderness setting, based on a variety of perceptions and evaluations which, by their nature, are imprecise and subject to errors in judgment.

The elements that create the risks I acknowledge can be causes of loss or damage to my equipment and other personal property, as well as accidental injury, illness, or, in extreme cases, permanent trauma, paralysis, disability, or death. I understand that GWR does not want to frighten me or reduce my enthusiasm for a wilderness activity. However, it is important for me to know, in advance, what to expect and for me to be informed of the inherent risks generally associated with a wilderness activity.

Travel to wilderness activity starting points will be by motor vehicle. During this travel I will be exposed to the risks of loss of control, collision, and other risks inherent to travel by motor vehicle over urban, suburban, and back country road systems.

During a trek I will live, camp, and travel outdoors, where I will be subject to numerous environmental and other risks. Activities will vary, as each trek is unique. Hiking and

backpacking will involve travelling on foot over narrow and steep trails through unpredictable and often rugged terrain. There will always be a risk of slipping and falling. I may encounter downed timber, rivers, river crossings, high passes, steep slopes, boulder fields, snow, and ice. It is possible that I may be mountaineering and possibly travelling on glaciers with deep crevasses, or climbing rock and ice cliffs.

A wilderness activity may also involve travelling on open salt or fresh water in a boat, kayak, canoe, or other type of watercraft. A water activity will expose me to squalls, ocean tides, currents, rapids, waves, and reefs, and the possibility of capsizing and drowning.

Weather may change to extreme conditions without notice. Weather on the Olympic Peninsula and in the Cascade mountain range, as well as on Puget Sound, is extremely difficult to predict and can change very quickly.

Other environmental risks and hazards include falling or rolling rock and timber, avalanches, lightening, flash floods, rapidly moving deep or cold water, insects, snakes, predators, including large animals, and other totally unpredictable forces of nature. Possible environmental injuries and illnesses include hypothermia, frostbite, high altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Meals will be prepared over portable gas stoves and open fires. Water will often require boiling or other treatment before use, but even then may not be totally purified. Foreseeable camping risks and hazards include burns and cuts, as well as diarrhea and flu-like illness.

Wilderness activities by their very nature occur in remote places. I understand that I will often be many days from medical facilities and that the nearest facilities may not always be staffed or equipped to deal with all types of medical emergencies. Communication and transportation may be difficult. It is possible and, in some circumstances, inevitable that an evacuation and medical care may be significantly delayed.

I am aware that wilderness experiences include risks of injury or death to myself. I understand that the preceding description of these risks is and cannot be made complete and that other unknown or unanticipated risks may result in damage or loss of my property, or illness, personal injury, or death.

I acknowledge that engaging in wilderness activities may require a degree of skill and knowledge different from other activities I have experienced. I agree to assume responsibility for the inherent risks identified herein, as well as those inherent risks not specifically identified. I am participating in any wilderness activity in spite of and with full knowledge of the inherent risks. In addition to supervised activities, I may have free, unsupervised time. At all times, I will be responsible for my own safety and I will assume responsibility for the safety of other participants.

I have verified with my personal physician and other medical professionals that I have no past or current physical or psychological condition that might affect my participation in a wilderness activity. I represent that I am fully capable of participating in wilderness activities without causing harm to myself or others.

With the foregoing in mind, I assume and accept full responsibility for my loss of personal property, injury, or death, and for expenses suffered by me as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in a wilderness activity.

I authorize GWR to obtain or provide emergency hospitalization, surgical, or other medical care for me, and to disclose private health information I have provided to GWR as needed for treatment purposes.

RELEASE OF LIABILITY AND INDEMNIFICATION

(The following should be read carefully, as it limits legal rights you may otherwise have)

In consideration of the foregoing and in consideration of being permitted to participate in GWR wilderness activities, I agree to release, indemnify, and hold harmless GWR, and its stockholders, directors, officers, employees, agents, and contractors, and the personal representatives, heirs, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all loss and expense, including, without limitation, reasonable attorney and consultant fees and costs, by reason of any and all claims and demands upon the Indemnified Parties based on property damage, injury, paralysis, illness, or death sustained by me or any other any person or persons, arising out of or in consequence of a risk inherent to a wilderness activity in which I am participating, unless and to the extent such liabilities are attributable solely to the negligent acts or omissions of any of the Indemnified Parties. In the event of negligence on my part and on the part of any of the Indemnified Parties, each party shall be responsible in proportion to its negligence.

I agree that all aspects of my relationship with GWR, contractual or otherwise, are governed by the laws of the State of Washington. Any suit, mediation, or arbitration arising out of or relating to my participation in a GWR wilderness activity or any other dispute with GWR must be filed or entered into only in Jefferson County in the State of Washington, or in the Federal district court in Western Washington.

I have read all of this document and I have been given the opportunity to resolve any concerns or questions that may have occurred to me regarding any of its contents prior to signing below. I understand and accept the terms and conditions stated herein and acknowledge that this agreement, including, but not limited to the foregoing Release of Liability and Indemnification provisions, shall be effective and binding upon me, my heirs, assigns, personal representatives, and all members of my family.

Date: _____

Signature of participant

If the participant is under 18, I am signing below as parent or guardian of the minor participant to reflect and signify that I have read this document and that I agree to release, indemnify, and hold harmless the Indemnified Parties, as described in the foregoing Release of Liability and Indemnification provision, by payment or reimbursement, from any claim which may be brought by or on behalf of the participant whose signature appears above or by me or any other member of the participant's family, for injury or loss resulting from those inherent risks of a wilderness activity, whether described or not described above, and from the negligence of the participant.

Date: _____
