

## RELEASE OF ALL CLAIMS AND WAIVER OF LIABILITY

**WARNING!!! READ CAREFULLY: BY SIGNING THIS YOU GIVE UP THE RIGHT TO SUE**

**TO: El Chaltén Mountain Guides AND TO MEMBERS OF THE ARGENTINIAN ASSOCIATION OF MOUNTAIN GUIDES (HEREAFTER KNOWN AS AAGM MEMBERS) AND TO SUPREM COURT PRESIDENT OF ARGENTINA.**

### DEFINITIONS

*Mountaineering - includes backpacking, ski touring, telemarking, cross-country skiing, rock climbing, hiking, waterfall ice climbing, glacier travel and high altitude climbing and travel.*

*In consideration of El Chaltén Mountain Guides (known also as ECMG). accepting my application for any ECMG program or activity.*

### **I AGREE TO THIS RELEASE OF CLAIMS AND WAIVER OF LIABILITY.**

I understand that mountaineering involves certain dangers, not all of which can be listed here. Among the more obvious and frequent are:

1. Steep terrain where a fall, whether roped or unroped, may cause injury and death.
2. Falling rock, ice or other objects which may cause injury or death.
3. Violent and unpredictable weather, which may cause injury or death due to extremes of heat or cold, and which may prevent travel to, from or within an area.
4. Unfamiliar country, where the climber, skier or traveler may become lost, get off route or be separated from the rest of the party.
5. Wild animals which have been known to maul, sometimes fatally, mountain travelers.
6. Avalanches which are highly dangerous and may be triggered by the activities of skiers or climbers or by natural forces.
7. Remoteness of location with poor communications and inability to get rescue or medical assistance quickly or easily.
8. Medical problems arising from climbing at high altitudes or in areas where adequate supplies of clean food or water may be unavailable.
9. Transport by public or private motor vehicle, helicopter, and light fixed wing aircraft or through the use of animals.

I am not relying on any oral or written statements made by ECMG or its agents, whether in brochures, advertisements or in individual conversations to lead me to become involved in this program on any basis other than my assumption of the risks involved.

I accept all of the risks and the possibility of death, personal injury, property damage and loss resulting from my involvement with the trip and/or course I am taking with El Chaltén Mountain Guides.

I release El Chaltén Mountain Guides, operating as ECMG, AAGM members, its officers, owners, employees, guides, agents and representatives from any and all liability for any personal injury, death, property damage or loss I may suffer as a result of my participation in their trip or course, for any cause whatsoever including negligence on the part of the El Chaltén Mountain Guides, AAGM members, its officers, owners, employees, guides, agents, or representatives.

I am responsible for all the gear issued to me by ECMG. I will return it in same conditions as it was given to me, otherwise I will buy a new one or replace it for a similar one.

I certify that I am physically capable and fit to participate in this activity and I have no medical conditions or needs other than those listed.

I confirm that I am eighteen years of age or older. (Younger participants must have a parent or guardian read and sign this document).

I confirm that I have read over this agreement before signing, that I understand it, and that it will be binding not only on me but also on my heirs, my next of kin, my executors, administrators and assigns.

I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Santa Cruz, Argentina and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in Argentina and nowhere else.

Signed this \_\_\_\_\_ day of, 20\_\_\_\_, At \_\_\_\_\_ (town/city), in the province/state of \_\_\_\_\_, Argentina.

\_\_\_\_\_  
(Applicant sign here)

\_\_\_\_\_  
(Witness sign here)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)