

ChileMontaña, Compañía de Guías Ltda.

Operating as ChileMontaña, trips and Expeditions

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(Hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO
SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Signature of client

Name

Signature

Address

To: ChileMontaña, Compañía de Guías Ltda and its partners, owners, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns, and all associated and affiliated companies as they now exist or may hereafter be acquired (collectively "The Operator").

In consideration of the Operator accepting my application for and my being permitted to go on the Operator's outdoor activities involving walks, hikes, climbs, ascensions and/or river crossing including travel on foot, bicycle, horses, vehicles, boat, helicopter, or other transport methods owned or contracted by **ChileMontaña, Compañía de Guías Ltda.** I agree to this release of claims, waiver of liability and assumption of risks. (Collectively "This Agreement").

On behalf of myself, my heirs, next of kin, executors, successors, administrators and whomever else may have an interest according to the law or by other terms, I hereby waive any and all claims I or such parties may have now or in the future, and release from all liability and agree not to sue collectively or independently The Operator for any and all personal injury, death, property damage or loss sustained by me as a result of my participation in outdoors activities and/or using the required gear and/or material with the Operators due to any cause whatsoever, including, without limitation, involuntary operational failures on the part of the Operator. For the purposes of this Agreement, "outdoor activities" shall extend from the start time of until the end of the activities as specified in the program received by the customer at the time of booking the trip, including all activities that occur in it, at anytime and anywhere, including air, maritime, fluvial and terrestrial travel in any means of transport, whether it is used or not in the outdoor activities.

I am aware outdoor activities has, in addition to the usual dangers and risks inherent in the activity itself (get lost, loss of control, collisions with other person, trees, rocks and other man-made or natural obstacles, failure of equipment, etc.), certain additional dangers and risks, including but not limited to:

1. **Rock, Ice and/or Snow Fall** – which may frequently occur in the mountain terrain used for hiking, trekking, climbing and other outdoor activities and may be caused: (a) by natural forces, including slope angle, snow conditions, snowpack and/or rocks stability, solar radiation and/or changing weather conditions, or (b) by persons, transport such as the helicopter, domestic animals such as horses or wild such as goats on their regulated or unregulated displacement or by the failure of "The Operator" to predict whether the terrain is safe for outdoor activities, or when a rock fall and/or snow avalanche may or may not occur. The danger of rock, ice and/or snowfall includes the risk of failure of the rescue and safety gear and/or equipment, technical failures and any negligence in the training or use thereof.
2. **Mountain Terrain** - mountainous areas with all sort of steep slopes in their natural state that may have many obstacles and hazards (such as loose rock, cliffs, crevasses, variable snow and ice surface, wild animals, etc.), may not have been traveled previously, are not regularly controlled or examined, may require skills, where clients may be lost or separated from their guide or other clients and where communication is difficult and rescue and medical treatment may not be available.

3. **Land / Air / Water Transportation** – The driving / piloting, including negligence of the transport company. This includes operational error and/or mechanical failure, as well as the additional risks; that are linked to travel on highways, rural roads, gravel routes, mountain trails, paths and the like in various states of preservation in varying weather conditions; air travel in mountainous areas with variable summer and winter weather conditions and navigation in remote areas with varying conditions.
4. **Weather and Altitude** – climate and/or weather conditions may be extreme and can change rapidly without warning, creating among other risk of hypothermia, frostbite, heat stroke and/or dehydration. High altitude and low oxygen conditions that require acclimatization and carry a risk of altitude sickness, edema and/or stroke, etc. All conditions that strongly increase the impact on the body and physical condition and can make attempts to rescue difficult or impossible.
5. **The Operator and other clients** - The handling of the situation, including lack of communication and/or involuntary operational failures of the operator and/or other customers, including activities under the leadership of the guide, whose advice and guidelines may differ from the practices of other places or groups nearby.

I accept all risk and inherent danger of outdoor activities and the possibility of injury, death, damage to gear and equipment and direct or associated losses resulting from this.

I acknowledge that the enjoyment and excitement of outdoor activities is derived in part from exposure to unknown, unvisited or steep terrain and that the inherent risks of outdoor activities contribute to such enjoyment and excitement. I further acknowledge and agree that while practicing outdoor activities I shall at all times FOLLOW THE GUIDE'S INSTRUCTIONS. I understand that my failure to follow the guide's instructions may result in injury or loss of life, to others, or myself or suspension of my outdoor activities privileges.

In the context of this agreement, and without limiting the generality of the term, negligence shall include any act or omission relating to guiding, use of transport, prediction of danger, terrain choice, weather prediction or any other conditions or factors that can lead to an inevitable change in the level of risk.

In entering into this Agreement I am not relying on any oral or written representations or statements made by any of the Operators, including those in the Operators' website, brochures or other marketing, with respect to the safety of the activity, other than what is set forth in this Release Agreement. I further agree that the terms of this Agreement may only be amended by a duly executed written agreement between the Operator and myself and that this Agreement shall not be effected or altered by any subsequent oral or written representations made by the Operator.

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Republic of Chile and no other jurisdiction; and

Any litigation involving the parties to this Agreement shall be brought solely within the city of Santiago, Chile and shall be within the exclusive jurisdiction of the Courts of Santiago, Chile.

I confirm that I am of the full age of eighteen (18) years YES NO and that I have carefully read and understand this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors. I am also aware that I am waiving certain legal rights that I otherwise may have and I enter into this Agreement of my own free will and volition.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING ALL MY LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this (date) _____ day of _____ 20 _____

Witness

Signature

Print name clearly

In case of being younger than 18 years of age authorizing signature of father or legal tutor is mandatory

Signature

Print name clearly