

Rising Sun Guides  
Backcountry, Wilderness and Inbounds Ski Tour and Lesson Waiver

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND  
INDEMNITY AGREEMENT**  
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS  
INCLUDING THE RIGHT TO SUE**  
**PLEASE READ CAREFULLY!**

Name	Last		First	
Address	Street		City	Pref/State/Province
	Country	Postal code	Date of Birth	Age
Trip Dates	Start:	Finish:	Email:	
List names of accompanying minors (under 19 years old)	1. _____		3. _____	
	2. _____		4. _____	

**To:** Rising Sun Guides, Andrew Spragg and all employees of the company. (Hereinafter collectively referred to as the operators.

**And To:** The Government of the prefecture of Hokkaido and the federal Government of Japan

**Definitions**

In this agreement:

- a) The term "skiing" shall include "snowboarding" and "telemark skiing" and "ski touring"
- b) The term "wilderness skiing" shall apply to "backcountry skiing" and "inbounds skiing" and "ski lessons" and shall include all activities services and use of facilities either provided by or arranged by the operators or in any way related to skiing including but not limited to: orientation and instructional sessions; transportation; accommodation and recreational activities in addition to skiing and all skiing in the alpine area.

**ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC.** I am aware that wilderness skiing involves risks, dangers and hazards in addition to those normally associated with downhill skiing. Avalanches occur frequently in the alpine terrain used for wilderness skiing and may be caused by natural forces or by skiers. I acknowledge and accept that the operators and their staff may fail to predict whether the alpine terrain is safe for skiing or whether avalanches may occur. The alpine terrain used for wilderness skiing is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of an avalanche. These may include, but are not limited to: ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; snowcat roads and road banks, fences, and other skiers; and NEGLIGENCE ON THE PART OF THE OPERATORS OR THEIR GUIDES AND EMPLOYEES, INCLUDING THE FAILURE OF THE OPERATORS OR THEIR GUIDES AND EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS SKIING. Skiers may become lost or separated from their skiing party or guide. Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat, snowmobile or ski hazardous.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS SKIING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS – INCREASED RISK**

Unlike alpine ski boot/binding systems, snowboard and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. The use of a safety strap or retention device by snowboards or telemark skiers without ski brakes, will increase the risk of not surviving an avalanche.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of **THE OPERATORS** allowing me to participate in wilderness skiing, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **THE OPERATORS** and their directors, officers, employees guides, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the **"RELEASEES"**) and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in wilderness skiing. **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE LAWS OF THE COUNTRY OF JAPAN ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF WILDERNESS SKIING REFERRED TO ABOVE;**
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness skiing;
- That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 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 prefecture of Hokkaido and no other jurisdiction; and
- Any litigation involving the parties to this agreement shall be brought solely within the Prefecture of Hokkaido and shall be within the exclusive jurisdiction of the courts of the Prefecture of Hokkaido.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of wilderness skiing, other than what is set forth in this agreement.

**ASSUMPTION OF RESPONSIBILITY FOR RENTAL EQUIPMENT:** In many cases, guests will be provided with safety equipment for their trip. It is the responsibility of the guest to care for and return the gear at the end of the trip. Guests will be charged for replacement or repair of any lost / stolen / damaged rental equipment.

**PHOTO RELEASE:** I agree to give Rising Sun Guides the right to use photos taken of me in all forms and manner including but not limited to publication on their website, social media channels and print marketing. Initial

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Print name clearly	Signature of participant
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**THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED PRIOR TO SKIING WITH US.**

**PARENT OR GUARDIAN MUST SIGN BELOW**

If I am signing on behalf of a minor or other person who may not have the legal capacity to enter into the contract (in either case referred to as the "MINOR"), I hereby agree, in addition to the other agreements, representations, warranties and acknowledgements herein contained, to indemnify and save harmless the RELEASEES against and from all actions, lawsuits, damages, legal costs and expenses, claims, demands or financial or other losses resulting, directly or indirectly, from any accident, injury, loss or death to myself, to the MINOR or to the property of myself, THE MINOR, whether caused by the negligence or breach of duty of care the RELEASEES or any other person, or negligence or breach duty of care arising from the laws of the government of Japan.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Print name clearly	Signature of parent or guardian
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