RELEASE & WAIVER OF CLAIMS
WAIVER OF CLAIMS FOR DAMAGES, ASSUMPTION OF RISK
(hereinafter the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR DAMAGES FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

Name	Last		First	
Address	Street		City	Pref/State/Province
	Country	Postal code	Date of Birth	
Contact	Email		Phone Number	
Trip Dates	Start Date		Finish Date	

Released Parties:

Rising Sun Guides GK and each of its directors, representatives, officers, employees, guides, instructors, examiners, agents, contractors, subcontractors, and assigns all of whom are hereinafter collectively referred to as the **"Released Parties".**

Definitions:

In this Release Agreement, the term **"Outdoor Activities"** shall include but is not limited to alpine skiing, nordic skiing, telemark skiing, snowboarding, splitboarding, snowshoeing, hiking, ski or splitboard touring, mountaineering, rock climbing, biking or mountain biking, ice climbing, expeditions, trekking, glacier travel, backcountry tours (multi-day tours or single day tours, ski/snowboard tours using CAT (snow vehicles), avalanche response training (Avalanche Skills training level 1 & 2 etc), wilderness first aid courses (WAFA, WFR etc) and all activities, services and use of facilities provided arranged or organized by the Released Parties. All activities, services, and use of facilities provided, arranged, or organized by the Released Parties including orientation, briefings instruction, transportation, lodging, food and beverages, water supply, and movement via helicopter, other aircraft, snowmobiles, or other vehicles, or movement in their vicinity, as well as outdoor camping and lodging. This list is not exhaustive.

In this Release agreement "**Negligence"** means a failure to exercise the care that a standard mountain guide or instructor would have exercised under similar circumstances, or a violation of any other duty of care prescribed by law.

Terms of Agreement (Please check if you agree. Participation in Outdoor Activities is not permitted unless all items are checked)

☐Notice to All Participants

Equipment used in outdoor activities provided by our company, including necessary gear rented from our company or third parties, or necessary gear brought by participants themselves (equipment includes: ski gear, snowboard gear, telemark ski gear, avalanche transceivers, probes, shovels, etc.) may malfunction, be used despite known malfunctions, or fail to operate correctly. In the event of an avalanche or other sudden change in conditions, this significantly increases the risk of not surviving.

☐ For Snowboarders, Telemark Skiers & Alpine Touring Skiers - Increased Risk (All participants must check to continue)

I understand that unlike alpine ski boots and bindings, snowboard boots, some telemark boots and some Alpine Touring boots and bindings are designed not to release. This means they may not release under normal conditions, significantly increasing the risk of not surviving in the event of an avalanche.

☐ Unplanned or emergency evacuation, rescue, or first aid

I acknowledge and agree that all expenses incurred for unplanned or emergency evacuation, rescue, or first aid measures shall be my sole responsibility and shall not be borne by the Released Parties.

☐ Assumption of Risk - Avalanches, High Mountain Terrain, Wilderness Travel, Weather

I recognize that participation in outdoor activities involves numerous risks. Areas used for outdoor activities are prone to avalanches, which may be caused by natural forces or triggered by people traveling in the area. I understand that the Released Parties may not be able to predict whether an area is safe or if an avalanche will occur. Areas used for outdoor activities are not managed, marked, or inspected, and involve

many hazards in addition to avalanches. These hazards include cornices, crevasses, cliffs, trees, areas of melted snow around trees, stumps, fallen dead trees, streams, rocks, falling rocks, boulders, holes or depressions in the snow or on the snow surface, changing snow conditions and blizzards, altitude sickness including pulmonary edema and cerebral edema, equipment failure, encounters with dangerous or poisonous plants or animals, collisions or crashes with others, becoming separated from the group or guide, getting lost, third-party negligence, and **negligence on the part of the Released Parties**, including but not limited to **their failure to take appropriate measures to protect or prevent me from the dangers of outdoor activities**. Communication in mountainous terrain can be difficult, potentially delaying or preventing rescue, medical treatment, or evacuation in the event of an accident or illness. Weather in high mountains can become extremely severe and change rapidly without warning. Illness may also occur due to an inability to maintain personal hygiene.

☐ **Compliance with Guide Instructions**

During outdoor activities, participants must follow the guide's instructions.

☐**Cancellation of Outdoor Activities**

Participants acknowledge that guides have the authority to change tour or course schedules and routes, or cancel activities, based on weather changes and course conditions, with the goal of ensuring participant safety.

☐**Waiver of Claims for Damages, Exemption from Legal Liability, and Indemnification**

Except in cases of gross negligence on the part of the released parties, you waive all legal liability claims for damages, including property damage or bodily injury, arising from participation in outdoor activities, and agree not to pursue legal action against the released parties. This applies even if the applicant loses capacity or dies. However, if the damages are covered by the liability insurance contracted by our company, compensation may be available within the scope of that coverage.

☐ **Insurance Coverage Details**

The domestic accident insurance and liability insurance policies held by Rising Sun Guides GK company provide the following coverage. (If the applicant considers the coverage insufficient, they shall arrange separate insurance coverage.)

Domestic Accident Insurance (Coverage per Person)

- Death/Permanent Disability: ¥5 million
- Hospitalization Daily Allowance: ¥5,000, Outpatient Daily Allowance: ¥3,000,
- Personal Liability Insurance: ¥100 million, Rescue Expenses: ¥2 million
- Liability Insurance
    - Bodily Injury: ¥100 million per person (up to ¥300 million per incident)
    - Property Damage: ¥10 million per incident.

☐ **Health Status**

There are no health concerns that prevent my participation in the Outdoor Activity. I will advise my guide / instructor of any medical concerns that require management during the outdoor activity. I accept full responsibility for proper management of any medical issues I do have.

☐ **Cancellation Policy**

I have confirmed the cancellation policy as stated on Rising Sun Guides website.

☐ **Governing Law and Jurisdiction**

I agree that any litigation or other claims arising from participation in outdoor activities shall be governed by and construed in accordance with Japanese law, and that the Sapporo District Court shall have exclusive jurisdiction over such litigation.

☐ **Risks Associated with Outdoor Activities**

I understand all risks associated with the outdoor activity, including injury, death, property damage to myself or third parties, and liability for damages to third parties arising therefrom, and I agree to assume these risks voluntarily.

☐ **Participation in future Outdoor Activities:** I agree that this Release and Waiver Agreement shall apply to any outdoor activities I participate in with Rising Sun Guides GK within one year from the date of my signature.

This Release Agreement shall take precedence over any written documents, oral explanations, or statements made by the Released Parties regarding the safety of outdoor activities.

I confirm that I have read and understood this agreement prior to signing this it. I also acknowledge that by signing this Release Agreement, I waive certain legal rights that I, my heirs, next of kin, executors, administrators, assigns, and agents may have against the Released Parties. I acknowledge that I am signing this agreement freely and voluntarily.

Signature of Participant	Signature of Parent / Guardian if participant is under the age of 18
Date	Print Name of Parent / Guardian if participant is under the age of 18