

Rising Sun Guides

Backcountry, Wilderness, CAT Ski/Snowboard and Inbounds Ski/Snowboard Tour and Lesson Waiver

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

(hereinafter 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 BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

I AGREE THIS RELEASE AGREEMENT SHALL APPLY TO ALL MY PARTICIPATION IN THE ACTIVITIES BOOKED FOR A PERIOD OF 2 CALENDAR YEARS FROM THE DATE I SIGN THIS AGREEMENT INCLUDING ALL ACTIVITIES BOOKED, SCHEDULED AND RESCHEDULED BOTH BEFORE AND AFTER THE DATE OF SIGNING. PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

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

To: Rising Sun Guides and each of its directors, officers, employees, instructors, examiners, guides, supervising guides, apprentice guides, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns all of whom are hereinafter collectively referred to as "**the Releasees**".

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

Activities:

In this Release Agreement, the term "**activities**" shall include but is not limited to: alpine skiing, nordic skiing, telemark skiing, snowboarding, snowshoeing, hiking, touring, mountaineering, rock climbing, biking, ice climbing, expeditions, trekking, glacier travel, indoor gym climbing, via ferrata climbing, use of equipment either rented or loaned, and all activities, services and use of facilities either provided, arranged or organized by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food, beverage and water supply; and all travel by or movement around ski lifts, helicopters, other aircraft, snowcats, snowmobiles or other vehicles and camping or overnight stays in the outdoors.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful mountain guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES 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, thus increasing the risk of not surviving an avalanche.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled, or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC.

I am aware that participation in the activities involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for the activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe or whether an avalanche may occur. The terrain used for the activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; lightning; wildfire; effects of high altitude including pulmonary edema and cerebral edema; hypothermia and hyperthermia; snow immersion; drowning; equipment failure including equipment associated with or related to climbing, rappelling and belaying; encounters with wildlife; encounters with dangerous or poisonous flora and fauna; allergic reactions; food and water contamination; impact or collision with equipment, terrain, objects or structures; collisions with other persons; becoming lost or separated from one’s party or guide; loss of balance; slips, trips and falls; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.**

Communication in the alpine terrain may be difficult and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. I am aware that mountain weather conditions may be extreme, can change rapidly and without warning, making travel by helicopter, snowcat, snowmobile or ski hazardous.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in the activities, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against 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 the activities, **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 ANY APPLICABLE OCCURER’S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THRE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES;
2. **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 the activities;
3. This Release 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;
4. 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
5. 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 the activities, other than what is set forth in this agreement.

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. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY

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