



ACKNOWLEDGMENT OF RISKS

PRINT NAME _____

In consideration of the services of **Vertical S.A. and Wharton Leadership Ventures**, its agents, employees, trustees, officers, contractors and all other persons or entities associated with it (collectively referred to as "OUTDOOR PROVIDER"), I agree as follows:

Although THE OUTDOOR PROVIDER has taken reasonable steps to provide me with appropriate equipment and skilled staff for the program so I can enjoy an activity for which I may not be skilled, I acknowledge that this activity has risks, including certain risks which cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that THE OUTDOOR PROVIDER does not want to frighten me or reduce my enthusiasm for this activity, but thinks it is important for me to know in advance what to expect and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks.

THE OUTDOOR PROVIDER programs live, camp and travel out of doors, where they are subject to numerous risks, environmental and otherwise. Activities vary from program to program, and include hiking and backpacking, mountaineering, climbing and descending glaciers and rock and ice cliffs, whitewater and sea kayaking, rafting, canoeing, sailing, horse packing, skiing, fishing, and caving.

THE OUTDOOR PROVIDER programs occur in remote places, many days from medical facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed.

Meals are prepared over gas stoves and open fires. Water often requires disinfections before use. Camping risks and hazards include burns, cuts, diarrhea and flu-like illness, and falling timber.

Travel is by vehicle, raft, canoe, kayak, sail and other boats, horse, aircraft, skis, and on foot and by other means, over rugged unpredictable off-trail terrain, including boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes, slippery rocks, steep crevassed glaciers, ocean tides and currents, waves and reefs. Attendant risks include collision, falling, capsizing, drowning and others usually associated with such travel, as well as environmental risk.

Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes, and predators, including large animals; falling and rolling rock; lightning, avalanches, flash floods, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Decisions are made by the instructors and students in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. On many programs, small groups of students travel for up to several days without instructors. Students may have free, unsupervised time

before and after the field portion of programs and between sections of the program. Throughout the program, students are responsible for their own safety and for the safety of other members of their program.

THE OUTDOOR PROVIDER programs in foreign countries may be exposed to animals, diseases and infection not common to the United States; in addition, these programs may be subject to dangerous road travel, political unrest, riots, demonstrations, thievery and other such incidents.

I am aware that THE OUTDOOR PROVIDER programs include risks of injury or death to myself. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of THE OUTDOOR PROVIDER has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I have read and understand the following: The General Information provided by THE OUTDOOR PROVIDER including the Program Description and Objectives, the General Information, and the Physical Conditioning information.

I have verified with my physician and other medical professionals that I have no past or current physical or psychological condition that might affect my participation in the program, other than as described on the Medical Form. I authorize THE OUTDOOR PROVIDER to obtain or provide emergency hospitalization, surgical or other medical care for me.

I agree that this Acknowledgment of Risks and all other aspects of my relationship with THE OUTDOOR PROVIDER, contractual or otherwise are governed by the laws of the States of Pennsylvania and the country of Chile but not its "conflict of law rules" which might make applicable the laws of another jurisdiction. Further, any suit, mediation, or arbitration arising out of or relating to my enrollment or participation in this program or any other dispute with THE OUTDOOR PROVIDER must be filed or entered into only in the State of Pennsylvania and in the country of Chile.

I represent that I am fully capable of participating in this activity, without causing harm to myself or others. Therefore, I assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have read, understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and all members of my family.

SIGNATURE _____

DATE _____

In Addition:
Agreement of Release

Please read the following carefully and sign at the bottom:

I have read and I understand the Acknowledgment of Risk agreement, attached, and I confirm its representations and agree to all its provision as though they were fully set forth again, here.

Except with respect to an injury or loss that occurs on public lands whose rules and regulation prohibit me doing so, I acknowledge and assume all risks of the program, known and unknown, inherent or otherwise. In addition, I release, discharge, and agree to defend and indemnify **Vertical S.A and Wharton Leadership Ventures**, its agents, employees, trustees, officers, contractors and all other persons or entities associated with it (collectively referred to as "THE OUTDOOR PROVIDER") from all claims and liability for any loss or damage in any way connected with my enrollment or participation in this program. This release includes loss or damage claimed to be caused by the negligence of THE OUTDOOR PROVIDER. I also agree to protect and indemnify THE OUTDOOR PROVIDER. From claims of loss or injury to persons attempting to rescue me. I understand that in signing this document I surrender my right to make a claim or file a lawsuit against THE OUTDOOR PROVIDER for personal injury or property damage, wrongful death, or otherwise, except in cases of intentional wrong or the gross negligence of THE OUTDOOR PROVIDER.

I further agree that if I have any legal dispute with cannot be settled through discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the register of names recognized by Pennsylvania and Chile courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, I agree to submit the dispute to binding arbitration through an American Arbitration Association. I also agree that I will pay all costs and attorneys' fees incurred by THE OUTDOOR PROVIDER in defending a claim or suit, if the claim or suit is withdrawn by me or to the extent a court or arbitration determines that THE OUTDOOR PROVIDER is not responsible for the injury or loss.

If any portion of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

SIGNATURE: _____

DATE: _____