

# L'Esprit des Montagnes/The Spirit of the Mountains

## Participant assumption of risks, release & indemnification agreement

In consideration of the services of L'Esprit des Montagnes, a subsidiary of **Intentional Vacations, LLC**, it's stockholders, officers, employees, agents, and all others acting in any capacity on its or their behalf, I agree for myself, my heirs, successors, assigns, and personal representative that:

### ASSUMPTION OF RISK

I acknowledge that trekking, hiking and backpacking include known as well as unanticipated risks which could result in physical or emotional injury, paralysis, death, or other physical or economic damage to myself, to property, or third parties.

I understand that such risks cannot be eliminated from the above activities. My participation in this trip or activity is purely voluntary and I elect to participate despite the risks. I agree to be responsible for my own welfare, and I expressly accept and assume all of the risks related to this trip including but not limited to risks of delay, unanticipated events, illness, injury, emotional trauma, or death.

### RELEASE & INDEMNIFICATION AGREEMENT

I hereby voluntarily waive, release, forever discharge, and agree to indemnify and hold harmless **Intentional Vacations, LLC** from any and all claims, demands, or causes of action for damages, for death, personal injury, loss of property or property damage I may have, or that may subsequently accrue to me, or to my heirs, executors, administrators, or assigns as a result of, or which are in any way connected with my participation in this activity\* or my use of equipment or facilities owned or provided by **Intentional Vacations, LLC** including any such claims arising from the negligent acts or omissions of **Intentional Vacations, LLC**

Should **Intentional Vacations, LLC** or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold it and them harmless from all such fees and costs.

I have adequate insurance to cover any injury or damage I may suffer or cause while participating on the trip; and in the absence of such insurance, I agree to be financially responsible for the costs of such injury or damage.

I certify I have no medical, physical, or emotional condition which could interfere with my safety on this trip; and if such condition should arise during the course of the trip, I agree to assume, and bear the costs of all risks that may result from such condition.

I understand that my application to participate in this trip is subject to acceptance by **Intentional Vacations, LLC**. and upon acceptance, shall be deemed to be a contract entered into and performed in Bend, OR. In the unlikely event a legal dispute with **Intentional Vacations, LLC** should arise involving any subject matter whatsoever, I agree that the following conditions will apply: 1. It will be resolved within the exclusive jurisdiction of Bend, OR., 2. It will be governed by Oregon law without regard to the conflict of law rules of that or any other state or country, 3. The maximum amount of recovery to which I will be entitled under any and all circumstances will be the amount I paid to **Intentional Vacations, LLC** for this trip, and 4. If any portion of the agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient opportunity to read this entire agreement and understand it is a legally binding and enforceable contract and sign it of my own free will. By signing this agreement, I acknowledge that I may be found to have waived my right to maintain a lawsuit against **Intentional Vacations, LLC** on the basis of any claim from which I have released **Intentional Vacations, LLC** herein.

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This agreement relates to the following activity/tour:

Tour:

Date:

**Signature of participant** \_\_\_\_\_

**Printed name** \_\_\_\_\_

**Date** \_\_\_\_\_

**Tour total:** \$

**Total amount enclosed:** \$

- Fees are subject to the exchange rate of the dollar/Euro.

Please sign and mail with your check to:

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**L'Esprit des Montagnes  
Intentional Vacations, LLC  
Bend, OR 97702  
541 330 6621  
[www.hilloah.com](http://www.hilloah.com)**