## US Climbing Members Application

 Participant Agreement, Release, Risk Acknowledgement Statement

Please read carefully and sign. In consideration of the services of John Quillen Adventures, LLC, a Tennessee limited liability company, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "JOHN QUILLEN ADVENTURES LLC."), I hereby agree to release and forever discharge JOHN QUILLEN ADVENTURES LLC. on behalf of myself, my children, my parents, my spouse, my siblings, my other relatives and/or dependents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the mountain climbing expedition entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. These inherent risks are some of the elements that contribute to the unique character of this activity. These same elements can be causes of loss of or damage to my equipment, accidental injury or illness or, in extreme cases, permanent trauma or death. I understand that JOHN QUILLEN ADVENTURES LLC. does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. I understand that such risks cannot be eliminated and are an inherent part of the activity.
2. The risks include, among other things: the hazards of walking on uneven terrain and slips and falls; being struck by avalanche, rock-fall, icefall or other objects dislodged, dropped, or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes, earthquake and avalanche; the risks of falling off the rock, ice, mountain or into a crevasse; the risks of exposure to insect bites, numerous diseases, epidemics, digestive tract infections and ailments; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity, and other natural occurrences; misuse, failure or loss of equipment; shortage of food or water supply; the hazards of traveling in politically unstable areas; the dangers of civil disturbances, war, terrorism, crime, kidnapping; the forces of nature; acts or omissions of.; travel by boat, automobile, bus, truck, train, ship, aircraft, camel, horse, donkey, yak, or other means of conveyance; and accident or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance. All the risks are complicated by the potential difficulty or lack of rescue, including unavailability of light aircraft and no helicopter rescue. JOHN QUILLEN ADVENTURES LLC. organizers, leaders, guides, and staff have difficult jobs to perform. Guides leaders and staff may not be present at any time, especially in the case of "basic climbs". When present, they seek safety, but they are not infallible. They might be unaware of a participant's fitness, abilities, pre-existing conditions, or ill health. They might misjudge a participant's health or illness, at any time during the expedition. They might misjudge the weather, the elements, or the terrain. They may become incapacitated or distracted. They may make errors of judgment, mistakes, or be negligent. They may give inadequate warnings or instructions. Equipment being used may malfunction, wear-out, break, be lost, be inadequate, and be worn-out, poorly maintained, or missing. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, I am fully aware of the risks, and I elect to participate despite the risks.
3. I acknowledge and understand that JOHN QUILLEN ADVENTURES LLC will do their best to provide very good leaders and Sherpas, and there may be as few as 1 leader for the group and/or 1 or less group Sherpas to every 1 or 2 members on the team. As a member, I understand that at times I may be called upon to carry group equipment up and down the mountain, as well as my own personal equipment and belongings, help with group work, establish and maintain camps, and anything else that is necessary for the good and safety of the expedition, including helping sick and injured members on the team descend to safety. I know that dispatches and news sent from the mountain and reported in any form may be inaccurate, missing, or nonexistent. I know that the leader may not be climbing and trekking with me for certain times or at any time during the expedition. I know that group and/or personal Sherpas may not climb or descend with me, that I may at times have to ascend and descend alone during the expedition, as well as trek by myself before, during or after the expedition.
4. I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of JOHN QUILLEN ADVENTURES LLC. has been available to talk to me extensively and more fully explain to me the nature and physical, mental, and experiential demands of this activity and the inherent risks, hazards, and dangers associated with this activity. However, I understand that this is not a climbing school, nor is this a guided expedition, and that I am expected to have a level of proficiency commensurate with the activity of high-altitude mountain climbing and technical climbing in all conditions.
5. I understand that should I become ill and/or have to leave the expedition early for any reason, I will visit a doctor/hospital immediately, before flying home, in the nearest town or city, and obtain a letter of medical advice describing my condition/symptoms and medical reason for early departure. I will furnish a copy of said letter to JOHN QUILLEN ADVENTURES LLC. immediately before my departure and I, myself will furnish a copy of said letter to my insurers.
6. I certify that I am familiar with the dangers, hazards and risks incident to mountain climbing as above. I accept and clearly understand that these hazards and risks may result in personal injuries to myself and others and hereby expressly assume all of the above risks including the risks of acts or omissions of JOHN QUILLEN ADVENTURES LLC. and do hereby expressly agree to hold JOHN QUILLEN ADVENTURES LLC. harmless and defend JOHN QUILLEN ADVENTURES LLC. against any and all liability.
7. JOHN QUILLEN ADVENTURES LLC. gives notice that they act only as agents for hotels, transportation companies, land operators and suppliers of travel services. JOHN QUILLEN ADVENTURES LLC. assume no responsibility or liability in connection with the operation or service of any aircraft, motor vehicle, other conveyance, restaurant, teahouse, inn, lodge or hotel which may be used wholly, or in part, for services to JOHN QUILLEN ADVENTURES LLC., and its clients. JOHN QUILLEN ADVENTURES LLC., its operators, airlines and agents will not be responsible for any act, error, omission, nor for any injury, loss accident, delay, inconvenience, irregularity or damage which may be occasioned by any cause whatsoever. This includes acts of nature, civil disturbance, crime, terrorism, government restrictions, pandemic (Including Covid-19) or failure of any means of conveyance to adhere to published schedule.
8. JOHN QUILLEN ADVENTURES LLC Inc strives to do their best to maintain proper health, hygiene, and sanitation standards, and insist their members and staff will also do so. However, JOHN QUILLEN ADVENTURES LLC assumes no liability, and are not responsible for members and/or staff catching or spreading coronavirus (Covd-19) or any disease.
9. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless JOHN QUILLEN ADVENTURES LLC. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of JOHN QUILLEN ADVENTURES LLC.'s equipment or facilities, including any such claims which allege negligent acts or omissions of JOHN QUILLEN ADVENTURES LLC.
10. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless JOHN QUILLEN ADVENTURES LLC. and any of its assigns or other delegated persons from any and all claims, demands, or causes of action, which are in any way connected with the use of my image, words, voice, video or likeness which are in any way connected with my participation in this activity, in any electronic, electromagnetic, digital, photographic, print, sound, or audio-visual format in regards to advertising, promotions, marketing, cybercasts, literature, newspaper/journal articles, television, documentary films and video, radio, recordings, websites, email, social media and/or any other use which JOHN QUILLEN ADVENTURES LLC. deems fit.
11. Should JOHN QUILLEN ADVENTURES LLC. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
12. In consideration of the services furnished me, and to be furnished me as a member of this mountaineering expedition, I hereby release JOHN QUILLEN ADVENTURES LLC. and all the members of the mountaineering expedition from any and all damages, injuries, losses, or any cause of action which may result in me, my legal representatives, heirs, or others purporting to exercise statutory or other rights arising out of, or in connection with this expedition. And I hereby assume each and every damage incident to my participation and agree to indemnify and hold harmless JOHN QUILLEN ADVENTURES LLC. and all members of the expedition against any sums which they, or any of them may be subject to pay in consequence of any claim or demand by or through me or resulting from my being a member of this mountaineering expedition. By signing this document, I acknowledge that if anyone is hurt or property is damaged or any financial or other loss occurs before, during, or after my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against JOHN QUILLEN ADVENTURES LLC. on the basis of any claim from which I have released them herein.
13. In the event I file a lawsuit against JOHN QUILLEN ADVENTURES LLC, I agree to do so solely in the Circuit Court for Blount County, State of Tennessee, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Tennessee courts. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it were the original. I understand that this document constitutes the entire Agreement/Contract between myself and JOHN QUILLEN ADVENTURES LLC and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

I have had sufficient opportunity to read this entire document entitled PARTICIPANT AGREEMENT, RELEASE, RISK ACKNOWLEDGEMENT STATEMENT. I have read and understood it, and I agree to be bound by its terms.

I am aware that this is a release of liability, a legally binding and enforceable contract between myself and JOHN QUILLEN ADVENTURES LLC.

Signature of participant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Print full name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.