

ACKNOWLEDGEMENT OF RISKS

In consideration of the services of Wasatch Powderbird Guides, Inc., d/b/a Powderbird Helicopter Skiing and its parents, subsidiaries, contractors, sub-contractors, officers, agents, employees, stockholders and affiliates, including, but not limited to, all landowners owning property used or accessed by any of the foregoing (hereinafter collectively referred to as "Powderbird"), the undersigned hereby expressly understands and agrees as follows:

Helicopter skiing is extremely risky and can result in serious permanent injury or death, and the risks associated with this activity cannot be eliminated without destroying the unique character of the activity. Powderbird believes it is important for you to be informed about **some** of the risks associated with this activity **because this is voluntary and you may choose to not engage in the activity if you do not understand and agree to accept the risks associated with it.** There is no way for Powderbird to predict every risk that could cause serious injury or death, but the following are some of the risks you may encounter if you choose to engage in this activity.

Helicopter skiing occurs in steep mountainous terrain that poses a **risk of avalanches.** Natural forces including steepness of slopes, snow depth, instability of snowpack, changing weather conditions or skiers' actions may cause avalanches. There is no way for Powderbird to know when and where avalanches will occur, and **there is nothing Powderbird can do to completely guarantee you will not be injured or killed by an avalanche.** In addition to avalanches, other dangerous and/or hidden obstacles or hazards may include, but are not limited to the following: varying and difficult snow conditions, ice, collisions with other members in the group or other skiers in the area, collisions with inanimate objects, tree wells, tree stumps, ice and snow cornices, rocks and boulders, snowmobile tracks and snowmobiles themselves, fences, creeks, forest deadfall, holes and depressions at or below the snow surface, mine shafts, and hazards associated with the summertime use of the terrain. There is no Ski Patrol in the areas where you will ski and the guides cannot identify or avoid all of the potential risks you will encounter. Skiers may be lost or separated from their guides or skiing companions by skiing in forested areas, wild and rugged terrain, or bad weather. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Furthermore, due to the inherent difficulty of the terrain and the job of guiding, Powderbird may misjudge the weather, the elements, or the terrain, and they may give warnings or instructions which do not account for every possible risk. There are also risks associated with the helicopter aircraft, including, but not limited to, being hit by the rotor blades, mechanical failure, potential pilot error, adverse weather conditions, and dangerous landings or takeoffs.

By signing below, you agree to assume all responsibility for the risks identified herein and those risks not specifically identified. Your participation in this activity is purely voluntary, and by signing below, you warrant that you have agreed to participate in spite of the known and unknown risks. You further certify that you are fully capable of participating in this activity, meaning you are physically fit and possess the necessary skiing skills. You hereby assume full responsibility for yourself, including your minor children, for all bodily injury, death or loss of personal property and expenses that may result from known or unknown risks, including any injuries caused by alleged negligence.

This agreement shall be effective and binding upon me, my heirs, assigns, personal representatives, estate and for all member of my family, including any minors accompanying me. Any disputes regarding this agreement shall be controlled by the laws of, and decided in the courts of, the State of Utah without regard to conflict of law principles.

Signature of Participant _____ Date of Participation _____

Printed Name of Participant _____

If under 18 signature of parent or legal guardian _____

Printed Name of Parent or Legal Guardian _____