

**COMMERCIAL USE AUTHORIZATION**

**EXHIBIT 2**

**U.S. DEPARTMENT OF THE INTERIOR**

**North Cascades National Park**

**Visitor Use Acknowledgement of Risk**

In consideration of the services of the Northwest Mountain School, Inc. their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “NMS”) I agree as follows:

Although NMS has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, NMS has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. NMS 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. The following describes some, but not all, of those risks.

- (a) Accident while traveling to and from program locations and activities in NMS and other vehicles;
- (b) Travel and camping in remote locations where sophisticated medical facilities and attention will be absent, rescue and evacuation may be lengthy, hazardous and complex, and the assistance of outside agencies may not be readily obtainable;
- (c) Exposure to the forces of nature such as inclement weather, heat, cold, storms and lightening;
- (d) Hazards of travel in mountainous areas and of rock and mountain climbing, skiing, backcountry skiing and ski mountaineering, including, among other things, risks of stream and river crossings, rock fall, icefall, avalanches, falling trees, falls on steep slopes or rocky ground, crevasse falls, collisions with other persons, and high altitude;
- (e) Viral and/or bacterial infection, and exposure to venomous creatures;
- (g) Any attempt on my part to perform beyond my physical and/or mental ability, or the onset, recurrence or aggravation of any medical condition;
- (h) Failure of equipment, whether owned by me, or provided by or rented from NMS; and
- (i) Failure on my part or on the part of other program participants to comply with any NMS instruction.

I am aware that climbing and backcountry skiing entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full 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 than other activities and that I have responsibilities as a participant. I acknowledge that the staff of NMS 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 certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses 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 carefully read, clearly 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 for all members of my family, including minor children.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Signature of Parent or Guardian, if participant is under 18 years of age

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date