## **IMG OURAY Application Instructions**

We take your Application to join an IMG Program seriously. IMG's acceptance of your Application will be based on IMG's reliance on the information you provide to IMG. We need you to provide us with complete and accurate information. Please do not hesitate to contact IMG if you have any questions.

#### The IMG Ouray Application Process – An Overview

This application is intended for Ouray programs only. This application is not valid for International programs, other Domestic programs in the 48 contiguous states, Denali or Rainier programs, please visit our website <a href="https://www.mountainguides.com">www.mountainguides.com</a> for the appropriate application package.

#### Part 1 – The IMG Ouray Application Form

- Apply for participation in your IMG Ouray Program by submitting your completed IMG Ouray Application.
- IMG will review your Application. IMG may request additional information from you.
- If you are a minor (under the age of 18 at the time of application) please notify IMG to obtain an Application specific to your status as a minor Applicant.

#### Part 2 - The IMG Participant Agreement Forms

- At IMG's sole discretion, IMG may offer to admit you as a Participant in the IMG Program.
- To be admitted as a Participant in the IMG Program, you must first accept and sign the IMG Participant Agreement Form 1 and Form 2.
  - o If you are a minor (under the age of 18 at the time of application) please notify IMG to obtain an Application specific to your status as a minor Applicant.
  - If you have a legal spouse/domestic partner, they will also be required to accept and sign your Participant Agreement Form 2.
- Prior to acceptance as a Participant in the IMG Program, you will be required to submit payment of all IMG Program Fees due and payable under the payment schedule indicated for your IMG Program. For payment schedule information, please refer to the Trip Information for your program found on our website: www.mountainguides.com.

#### Part 3 – The IMG Participant Supplemental Forms and Additional Information

 There may be supplemental forms and other information required by IMG that Participants must submit to IMG at least 60 days prior to their IMG Program departure date.

#### What to Do Next to Apply for Your IMG Program

- Complete and sign the IMG Ouray Application and IMG Participant Agreement forms.
  - Please complete the waiver section at the bottom of Form 5 Physician's Certificate and return with your completed forms.
  - Original signatures and initials are required. No electronic/digitally inserted signatures or initials.
- Program Fees are due and payable under the payment schedule indicated for your IMG Program. For fees and payment schedule information, please refer to the Trip Information for your program found on our website, www.mountainguides.com.
  - Application fees are due at registration, payable by :
    - Check (US residents/US funds only, made payable to International Mountain Guides Trust Account)
    - Visa/MC/Amex (3% surcharge on credit card transactions, which are accepted for programs where Application fees are \$1,000 or less only)
    - Bank wire (bank wire instructions provided by IMG upon request). IMG does not accept ACH or direct deposit.
  - Balance of fees are payable by Visa/MC/Amex (with 3% surcharge), check or bank wire. Payments made by bank wire to IMG require you to add amounts necessary to cover all bank wire fees. IMG's bank does not charge for incoming wires. Please include wire fees charged by your bank or their correspondent bank(s).
- Submit your Forms by one of the following methods:
  - Mail documents to International Mountain Guides
    - Via USPS: Mail to P.O. Box 246, Ashford, WA 98304
    - Via UPS or Fedex: Mail to 31111 State Route 706, Ashford, WA 98304
  - o Scan and email documents in .pdf format to office@mountainguides.com, or
  - o Fax documents to 866-279-7455. Please contact IMG if you are faxing from outside the US.



## **IMG OURAY Application (Page 1 of 3)**

A. Applicant's Personal Information

City:	State/Country:	Zip:	
Applicant's E-Mail Address:			
Please note: Most communica	tion with IMG is via email – please print y	our Email address very clearly	
Phone (Home):	_(Work)	(Cell)	
Date of Birth (MM/DD/YYYY	′):	Occupation:	
Marital Status: Does Applica	ant have a legal spouse or domestic	partner? Check one: Yes	No
If "Yes", please print the	he full name and the email address o	of Applicant's legal spouse/domes	stic partner
B. Applicant's Emergency	Contact Information (Contacts mu	st not be traveling with Participar	nts):
Primary Contact Name and	Relationship:		
Day/night phone(s)			
Secondary Contact Name a	nd Relationship:		
Day/night phone(s)			
	um Information		
C. Applicant's IMG Progra			
	arrival date of the IMG Program you	are applying to join:	
Please print the name and a			
Please print the name and a	arrival date of the IMG Program you	Arrival Date:	
Please print the name and a IMG Program Name:  Name(s) of other Applicants	arrival date of the IMG Program you	Arrival Date:	
IMG Program Name: Name(s) of other Applicants Do you request single room	arrival date of the IMG Program you	Arrival Date:easible? Check one: Yes	No

Applicant's Initials:

## **IMG OURAY Application (Page 2 of 3)**

## E. Applicant's Health and Medical Information Age: \_\_\_\_\_ Gender: \_\_\_\_ Height: \_\_\_\_ Weight: \_\_\_\_ Do you have or have you ever had the following: (Specify YES or NO to each item) CONDITIONS: YES NO If YES, provide describe Allergies Medically restricted dietary needs Diabetes Epilepsy Asthma High Blood Pressure Heart Disease Are you pregnant? Previous Altitude Problems Cerebral / Pulmonary Edema Frostbite Speech, vision, hearing impairment Shoulder, back, knee problems **Dislocations** YES NO If YES, please describe OTHER: Surgeries Medications Depression or anxiety Tobacco use Get cold easily Limitations on activities Other conditions or concerns Describe your health and any history of illness, surgeries, injuries or other conditions or factors. Attach a supplemental sheet if necessary to fully provide details. IMG may ask to consult directly with you to clarify and evaluate any conditions or matters relevant to your participation in an IMG Program: Applicant's Initials: Applicant's Name:

## **IMG OURAY Application (Page 3 of 3)**

F. Applicant's Mountaineering, Travel and Related Experiences		
List your pertinent experience, climbs, certifications and education, and any other activities related to your ability and skills in the outdoors, mountains and international travel. Include dates. If necessary, attach additional sheet		
G. Applicant's Exercise, Preparation and Conditioning		
Describe the physical and mental exercise, training and conditioni IMG Program. If necessary, attach additional sheets.	ng you will follow to prepare yourself for your	
Applicant Agreement and Signature:		
The information I have provided on this IMG Application is true, co IMG will necessarily rely on all of the information I have provided it to accept my Application to participate in the IMG Program, this Application agreement between myself and IMG. I agree that this IMG in Ashford, Washington, USA.	n this Application. I agree that if IMG elects oplication will become an integral part of the	
Signature	Date	
Applicant's Name (Please print):		

## IMG Participant Agreement: Form 1: Acknowledgement and Express Assumption of Risk, Release and Indemnification

Participant's Full Legal Name (as it appears on passport or legal ID):
IMG Program Name and Arrival Date:
In consideration of the services of International Mountain Guides, LLC, and their employees, guides, agents, owner members, officers, volunteers, sponsors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "IMG"), I the Participant hereby acknowledge, assume all risk and agree to release, indemnify, and discharge IMG, on behalf of myself, my spouse, my children, my parents, my heirs, assigns personal representative and estate as follows:
Acknowledgement and Express Assumption of Risk:
I acknowledge that my participation in the IMG Program may include travel, touring and sightseeing, hiking, trekking climbing, mountaineering, glacier travel, skiing and other related activities, both domestic and foreign, entails known and unanticipated risks that could result in physical or emotional injury, illness, paralysis, death, or damage to myself, to my property, or to other persons and to their property. I understand that such risks cannot be eliminated without jeopardizing the essential nature and qualities of the activities.
The risks include, among other things, the risk of transportation accidents during and while traveling to and from participation in the activity; hazards of walking on steep, unstable, or uneven terrain, including slips and falls that may be minor or lethal; the risks of falling off the terrain; the risk of being struck by equipment, rock fall, icefall, debris, other persons, animals, or other objects dislodged or thrown; the risk of rope burns, pinches, scrapes, scratches, bruises, sprains, lacerations, punctures, fractures, concussions, ruptures or even more severe life threatening injuries; the risks from forces of nature, including lightning, fire, earthquake, mudslide, flood, extreme temperature, and avalanches; the risk of extreme weather at high altitude and weather changes that may occur rapidly without warning; the risk of altitude and cold including windburn, sunburn, snow blindness, hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; exposure to potentially dangerous wild or domestic animals, insects, bites, and poisonous or hazardous plants; travel in undeveloped or remote areas with poor or no access to emergency and/or medical services; my own health, fitness and physical and mental condition as well as the stress, exertion and stamina associated with and required for participation in the activities; allergies of illness from food or water, pathogens or disease; becoming lost, disoriented or separated from guides or others; equipment failure, including ropes, anchors, crampons, ice axes, carabiners, ascenders, ladders, tents, sleeping bags, containers, head lamps, batteries, radios, backpacks, clothing, footwear, and supplemental oxygen systems; foreign political, legal, social, transportation, health, and economic conditions; foreign standards of living, acceptable personal conduct, infrastructure design and safety, environmental safety, conveyances, emergency services, medical facilities and providers.
In addition, I acknowledge that IMG will rely on perceptions and evaluations, which are or may be imprecise, to exercise judgement and make decisions. IMG or other persons may make mistakes, be unaware of or misjudge weather, terrain, hazards or other conditions, my fitness or abilities, or the fitness or abilities of others. IMG may provide directions, warnings or instructions that are unclear, incomplete or that I do not fully understand.
I acknowledge that this list of risks is not an exclusive or exhaustive list of known and unanticipated risks associate with my participation in the activities and the IMG Program and that many other risks may and do exist.
Applicant's Initials: Spouse/Domestic Partner Initials:

# IMG Participant Agreement: Form 1: Acknowledgement and Express Assumption of Risk, Release and Indemnification (Page 2 of 2)

In addition, I acknowledge that IMG only serves as an agent for hotels and lodges, airlines, helicopters, motor vehicle operators and other transportation companies, restaurants and food services, land operators, and other suppliers of travel services to me in connection with my participation in the IMG Program, and that no responsibility or liability is assumed by IMG in connection with any of those services. I agree that IMG will not be responsible for any injury, loss, accident, delay, irregularity, or danger incurred by me arising from any act, error, omission any supplier of travel services to me as a Participant in the IMG Program.

### Agreement, Release and Indemnification:

Signature

I expressly agree and promise to accept and assume all risks associated with or arising from my participation in the activities and the IMG Program. My participation is voluntary, and I choose to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless IMG, City of Ouray, and Ouray Ice Park Inc. from any and all claims, demands, or causes of action, which are in any way connected with my participation in the activities, IMG Program or any of IMG's services, arrangements, equipment or facilities, including any such claims which allege negligent acts or omissions of IMG, City of Ouray, and Ouray Ice Park Inc..

I expressly agree and promise to accept and assume all risks and costs associated with my fitness, training, mental and physical health, and any conditions, injuries, costs, losses or damage I may cause or suffer while participating in the IMG Program and the activities. I have adequate resources and insurance to pay for any such costs and losses.

Should IMG or anyone acting on their behalf incur any attorney's fees and other costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

If I file a lawsuit against IMG, I agree to do so solely in the state of Washington, USA, 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. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining Agreement shall remain in full force and effect.

Date



## IMG Participant Agreement:

## Form 2: IMG Terms and Conditions of Participation

Participant's Full Legal Name (as it appears on passport or legal ID):		
IMG Program Name and Itinerary Start Date:		
Total IMG Program Fees:		

Upon acceptance of my completed Application by IMG and written confirmation of that acceptance by IMG, I agree that I will become a Participant in the IMG Program listed above, subject to my agreement to ALL of the following IMG Terms and Conditions of Participation:

#### IMG DISCRETION

- International Mountain Guides, LLC ("IMG") reserves the right to reject any application in IMG's sole discretion.
   After acceptance to the IMG Program, IMG reserves the right to dismiss me as a Participant or modify my IMG Program objectives or itinerary at any time if, in the sole judgment of IMG, it is in the best interest of myself or any other person, without any refund to me of any IMG Program Fees paid by me.
- IMG requires me as a Participant to be physically, technically, and psychologically suitable and prepared for my IMG Program. IMG reserves the right to dismiss me from the IMG Program at any time based on additional, amended or revised information that IMG discovers or receives from me or other persons.
- I acknowledge that IMG Programs and plans are necessarily subject to change based on any of a number of
  factors that may or may not be under IMG's control, including but not limited to the actions of domestic and
  foreign governments, political and civil unrest, weather and terrain conditions, natural disasters or other force
  majeure. IMG has the sole discretion to change, alter, delay or completely reschedule my IMG Program and
  itinerary as IMG finds necessary for the reasonable, proper and safe conduct of my IMG Program.
- I agree that no guarantees have been made by IMG with respect to the objectives of my IMG Program.

#### PROGRAM FEES AND PAYMENTS

- I agree that is my Participant responsibility to adhere to the IMG Program Fee payment schedule advertised on the IMG Website, and that any late payments by me will result in cancellation of my IMG Program and forfeiture of all IMG Program Fees I paid unless I have made alternate arrangements in advance with IMG.
- I acknowledge that in the circumstances referenced above where my IMG Program and plans are necessarily subject to change based on a number of factors that may or may not be under IMG's control, IMG may have necessarily already made material non-refundable advance commitments or payments to subcontractors, employees, foreign governments or agencies that may be lost and not be recoverable by IMG or creditable to my IMG Program and I may be required to pay additional IMG Program Fees upon notice by IMG.

#### **REFUND POLICY**

- I understand that none of my IMG Program Fees will be refundable to me or transferable to any other IMG
  Program or to any other Participant if I cancel, I am unable to Participate in or complete my IMG Program, or I
  am unable or unwilling to pay additional IMG Program Fees due for my IMG Program or Program changes.
- I have been advised to buy insurance coverage against my potential losses arising from my IMG Program.
- I acknowledge that my IMG Program fees include my payment for goods, services and commitments that are provided or procured by IMG on my behalf long before my actual Arrival Date and that the cost of those goods, services and commitments are not revocable, recoverable, or refundable to me or transferrable to any other IMG Program or any other Participant if I cancel or do not complete my IMG Program or am unable or unwilling to pay additional IMG Program Fees due for necessary IMG Program changes.

Participant's	nitiale:
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### **IMG Participant Agreement:**

## Form 2: IMG Terms and Conditions of Participation (Page 2 of 3)

#### RESCUE, EVACUATION, AND MEDICAL EXPENSES AND INSURANCE

- I agree that the cost of any search, rescue, evacuation or medical treatment undertaken or provided on my behalf in connection with my IMG Program will be my financial responsibility, including any costs incurred by IMG or other persons, expeditions, government agencies, HRA clinics or other medical providers or entities.
- I agree that during the entire period of my IMG Program schedule and itinerary I will maintain available
  credit on my valid credit or debit card sufficient to enable immediate procurement of helicopter or other
  emergency evacuation or medical expenses per IMG guidelines in case I have been unable to obtain
  advance payment authorization directly from my insurance company. I will keep my valid payment card
  information with me during my IMG Program in case I need to use the card to pay service providers in
  advance for these costs.
- (For participants of programs outside of the 48 contiguous United States), I agree to procure Rescue,
  Evacuation and Emergency Medical insurance or membership coverage effective upon the Arrival Date of
  my IMG Program and to provide IMG with the policy documents pertaining to such coverage, subject to
  IMG's approval and as a requirement of my Participation. \* This requirement does not apply to IMG
  customers on programs within the contiguous USA but is strongly encouraged.
- I understand that it is my sole responsibility to thoroughly research and understand the coverages available under Rescue, Evacuation and Emergency Medical insurance policies or membership services and to verify that I will have coverage for the technical activities and elevation/altitude that will be necessary for my planned Participation in my IMG Program.
- I understand that there are additional insurance coverages available to me including personal life, medical, accidental death, baggage loss, trip cancellation, interruption, or delay, and other insurance that may pertain to my Participation in the IMG Program. I understand that IMG provides me with no such insurance coverage and that it is my responsibility to thoroughly research and understand the coverages available and procure the insurance coverage that is applicable to my personal needs.

#### SUPPLEMENTAL FORMS AND INFORMATION REQUIRED FROM PARTICIPANTS

- I understand and agree that I may be required to submit Supplemental Forms and additional information to IMG prior to my Arrival Date, all of which will be required in order to maintain my status as a Participant in my IMG Program and/or fulfill visa or permit requirements, including the following:
  - o IMG Participant Form 5: Physician's Certificate is required by IMG. This form requires the signature of my physician and it is my responsibility to make necessary arrangements to timely obtain the necessary certification from my physician. I agree to submit this completed Form to IMG not later than 60 days prior to my IMG Program start date. I agree that if my physician does not approve and sign my IMG Participant Form 5, I may be required to forfeit my IMG Program Fees. I agree that it is imperative to pursue completion of this Form as soon as possible in order to resolve any issues.
  - IMG will require me to provide IMG with the policy documents pertaining to any mandatory Rescue, Evacuation and Emergency Medical coverage not later than 60 days prior to my IMG Program start date.
  - o IMG will require me to provide IMG with my final airline itinerary, including my actual arrival and departure flights into/out of destination country.
  - I agree to provide IMG with a color copy in .jpg/.jpeg digital file format of the first 2 pages of the current and valid passport under which I will travel in connection with my IMG Program.

Participant's Initials:	
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### **IMG Participant Agreement:**

### Form 2: IMG Terms and Conditions of Participation (Page 3 of 3)

#### **MEDIA AND COMMUNICATIONS**

- I authorize and release to IMG the use of the images that include me in any photograph or video recording for any legal purpose of IMG or its affiliates.
- I agree that the privacy rights of others involved in programs will be respected. Those privacy rights take full precedence over my access to or ability to release any information I may possess. I agree to not release or publish any IMG Program related news, dispatches, social media or other content during the course of the IMG Program without written agreement by IMG.
- I will inform IMG at time of my Application or after of any employment, agency, or sponsorship relationships that are or may become related to my Participation in my IMG program, subject to IMG approval.

#### **LEGAL VENUE**

• I agree that Washington State law shall be applied in any legal action involving the interpretation, validity and/or enforceability of this Agreement or any disagreement or legal action between myself and IMG, and that any legal action, lawsuit or arbitration resulting from my Application, Agreement or Participation in this IMG Program shall be brought only in Pierce County, Washington.

#### OTHER GENERAL TERMS AND CONDITIONS

PARTICIPANT AGREEMENT

I acknowledge that all team or group supplies and equipment are the sole property of IMG and that prior to
the conclusion of my IMG Program I will return any such equipment issued to me by IMG, including but not
limited to radios, and oxygen masks and systems, and rental equipment. Any loss or failure on my part to
return IMG equipment issued to me will result in additional Fees owed to IMG for replacement costs.

(Drint Darticipant's full name) the Darticipant of my own
,
agree that this Agreement is subject to final acceptance by IMG in Ashford, Washington.
Participant's Signature:
Date:

IMG FORM 5: Physician's Certificate

The top section of this form is required for all participants of International programs and Alaska programs, or if otherwise requested by IMG. Domestic program (lower 48 contiguous states) adult participants may complete the waiver at the bottom of this form.

Dear Physician:			
Your patient,			
Licensed Physician's Certification:			
I, patient on (date of examination). I have	(print Physician's full name) have examined the above-named e taken into consideration the activities in which this patient will deem necessary under the circumstances. In my opinion, the in the activities.		
Physician's Comments, Reservations, Observations, if any medications that your patient should <i>not</i> receive):	y: (Please use additional sheet if necessary. Please also list any		
Signature of Physician:(Original Signature Required)			
Address and Phone(s):			
**The option to waive is only available to <u>adult</u> part	nt's Election to Waive Physician's Examination ricipants of programs held in lower 48 contiguous states**  (Participant PRINT Full Name), have read and understand the purpose ations through prescriptions from a licensed physician. I have chosen		
of the Physician's Certificate. I will obtain the necessary medic neither to consult with my doctor about my participation in this pr that, to the best of my knowledge and belief, I am physically and	ogram nor to obtain his/her approval and signature on this form. I attest		
Participant's Signature:	Date		
We DO NOT accept signatures in an electronic format (i.e. in autograph must be on each signature line.	Date_ eserting an electronic signature into a PDF document). An original		

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