

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 and is not valid for International programs, other domestic programs in the 48 contiguous states, Denali or Rainier programs. Please visit our website www.mountainguides.com for the appropriate application package.

The IMG Ouray Application

- Apply for participation in an 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. Minors must be accompanied by parent or legal guardian at all times while on IMG program.

The IMG Ouray Participant Agreement: Forms 1 & 2

- At IMG's sole discretion, IMG may offer to admit you as a Participant in the IMG Ouray Program.
- To be admitted as a Participant in the IMG Ouray Program, you must first accept and sign the IMG Ouray Participant Agreement Form 1 and Form 2.
 - 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 Ouray 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 Document for your program found on our website: www.mountainguides.com.

The IMG Ouray Physician's Certificate

- Complete the waiver section at the bottom of Physician's Certificate and return with your completed forms. We may require your doctor's approval at our discretion.

Submitting Your Application Package:

- Complete, sign & initial the **IMG Ouray Application, IMG Ouray Participant Agreement** forms and **Physician's Certificate**.
- Original signatures & initials are required. No electronic/digitally inserted signatures or initials accepted.
- Submit your Forms and/or payment by check by one of the following methods:
 - Mail documents/payments 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
 - Scan and email documents in .pdf format to office@mountainguides.com, or
 - Fax documents to 866-279-7455. Please contact IMG if you are faxing from outside the US.

Payment of Fees:

Program fees and Payment Schedule information specific to each program is available on the program's Trip Information Document found on our website, www.mountainguides.com.

- **Application Fees** are due at registration to confirm your position on the program and apply toward program fees. Application fees are payable by:
 - Check (US residents/US funds only, made payable to International Mountain Guides Trust Account), mail to IMG at P.O. Box 246, Ashford WA 98304.
 - Visa/MC/Amex (3% surcharge per transaction) are accepted for programs where Application fees

IMG Application Instructions (cont.)

are \$2,500 or less only. Please call our office at (360) 569-2609 Ext. 3 to provide card details.

- Bank wire (bank wire instructions provided by IMG upon request). IMG does not accept ACH or direct deposit.

- **Program Fees** are due and payable under the Payment Schedule indicated for your IMG Program.

Program Fees/Balance of fees are payable by:

- Check, Visa/MC/Amex (fees less than \$2500 only) or bank wire.
 - Check (US residents/US funds only, made payable to International Mountain Guides Trust Account), mail to IMG at P.O. Box 246, Ashford WA 98304.
 - Visa/MC/Amex (3% surcharge per transaction) are accepted for programs where fees are \$2,500 or less only. Please call our office at (360) 569-2609 Ext. 3 to provide card details.
 - Bank wire (bank wire instructions provided by IMG upon request). IMG does not accept ACH or direct deposit. 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).

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A. Applicant's Personal Information

Applicant's Legal Name (as it appears on passport or legal ID): _____

Applicant's Residence / Mailing Address: _____

City: _____ State/Country: _____ Zip: _____

Applicant's E-Mail Address: _____

Please note: Most communication with IMG is via email – please print your Email address very clearly

Phone (Home): _____ (Work) _____ (Cell) _____

Date of Birth (MM/DD/YYYY): _____ Occupation: _____

Marital Status: Does Applicant have a legal spouse or domestic partner? Check one: Yes _____ No _____

If "Yes", please print the full name and the email address of Applicant's legal spouse/domestic partner:

B. Applicant's Emergency Contact Information (Contacts must not be traveling with Participants):

Primary Contact Name and Relationship: _____

Day/night phone(s) _____

Secondary Contact Name and Relationship: _____

Day/night phone(s) _____

C. Applicant's IMG Program Information

Please print the name and arrival date of the IMG Program you are applying to join:

IMG Program Name: _____ Arrival Date: _____

Name(s) of other Applicants joining you on this Program: _____

Do you request any other IMG Program options if applicable, or other special goods or services? If so, please describe:

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			
OTHER:	YES	NO	If YES, please describe
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 Name: _____

Applicant's Initials: _____

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 sheets.

G. Applicant's Exercise, Preparation and Conditioning

Describe the physical and mental exercise, training and conditioning you will follow to prepare yourself for your IMG Program. If necessary, attach additional sheets.

Applicant Agreement and Signature:

The information I have provided on this IMG Application is true, complete, and correct and I acknowledge that IMG will necessarily rely on all of the information I have provided in this Application. I agree that if IMG elects to accept my Application to participate in the IMG Program, this Application will become an integral part of the contract and agreement between myself and IMG. I agree that this Application is subject to final acceptance by IMG in Ashford, Washington, USA.

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, owners, 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 or 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 associated 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:

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.

By signing this document, I acknowledge that I have had sufficient opportunity to read this entire document. I have read it and understand its meaning and intent, and I agree to be bound by its terms.

I, _____ (Print Participant's full name), the Participant, of my own free will, for my family, minor children, spouse, domestic partner, dependent parents, my heirs and executors, assigns and myself, have had a full opportunity to review this document, and I have read, understand, accept and acknowledge the risks and liability for myself and my family. I agree that this Agreement is subject to final acceptance by IMG in Ashford, Washington.

Signature

Date

Spouse / Domestic Partner of Participant:

I, _____ (Print Spouse/Domestic Partner full name), understand the risks of the activities my Spouse/Domestic Partner is undertaking and I have read this Agreement and agree to accept those risks and do hereby agree, including the release/waiver which by signing waives my rights and removes any right by me to sue IMG for any reason. I agree that this Agreement is subject to final acceptance by IMG in Ashford, Washington.

Signature

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 it 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 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 Initials: _____

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.
- I understand that I am encouraged to procure Rescue, Evacuation and Emergency Medical insurance or membership coverage and Trip Cancellation insurance 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.
- 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.

Participant's Initials: _____

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

- 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.

PARTICIPANT AGREEMENT

I, _____ (Print Participant's full name), the Participant, of my own free will, for my family, minor children, spouse, domestic partner, dependent parents, my heirs and executors, assigns and myself, have had a full opportunity to review this document and I have read, understand and agree to the IMG Terms and Conditions of Participation contained herein. I have also read the other Forms in the IMG Application Package and IMG Participant Forms, and the IMG program materials and relevant IMG website information (e.g. Fee Payment Schedule, Itinerary, Personal Equipment Checklist, Immunizations Checklist) and other documents, maps, accounts, and information pertinent to the IMG Program and I understand and agree to the information, terms and conditions contained therein.

I agree that this Agreement is subject to final acceptance by IMG in Ashford, Washington.

Participant's Signature: _____

Date: _____

IMG Ouray 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, _____ (print patient full name) has been accepted as a member of an expedition to _____ (destination). Please ask your patient to describe the type of expedition and activities that are planned. This expedition may include rugged hiking at high altitude and may also involve high altitude climbing, possible cold temperatures, risk of altitude sickness, accidents, injuries and illness in a remote area. Professional medical help and facilities be unavailable or may be days away.

All Participants must be in satisfactory physical condition and be mentally stable. In addition, IMG recommends that Participants carry certain prescription drugs in their personal medical kit. Please consult with your patient and explain any concerns you may have regarding any of the drugs/ medications to be included in your patient's personal medical kit. Drugs to consider may include the following, and others:

1) Antibiotic for upper respiratory problems; 2) Antibiotic for GI problems; 3) Diamox for acclimatization (125 mg tabs recommended, enough for a week); 4) Sleeping pills for jet lag; 5) Malaria chemoprophylaxis, if needed based on travel plans; 6) Asthma medication, if any history. For serious illness on high altitude expeditions 7) nifedipine (for pulmonary edema) and 8) dexamethasone (for cerebral edema) under standard treatment protocols in association with immediate descent in altitude.

A thorough discussion of protocols for these medications is found in the *"Wilderness Medical Society Consensus Guidelines for the Prevention and Treatment of Acute Altitude Illness"*. Please assist your patient in obtaining these or other medications that you would advise for extended travel in the third world and away from Western style medical care and pharmacies. **This form is due to IMG 60 days prior to the program start date and is valid for 12 months following the date of examination noted below.**

Licensed Physician's Certification:

I, _____ (print Physician's full name) have examined the above-named patient on _____ (date of examination). I have taken into consideration the activities in which this patient will participate and I have conducted the types of tests that I deem necessary under the circumstances. In my opinion, the patient is physically and mentally fit and able to participate in the activities.

Physician's Comments, Reservations, Observations, if any: (Please use additional sheet if necessary. Please also list any medications that your patient should *not* receive):

Signature of Physician/Licensed Medical Practitioner: _____
(Original Signature Required)

Address and Phone(s): _____

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For Domestic Programs Only: Participant's Election to Waive Physician's Examination

****The option to waive is only available to adult participants of programs held in lower 48 contiguous states****

I, _____ (**Participant PRINT Full Name**), have read and understand the purpose of the Physician's Certificate. I will obtain the necessary medications through prescriptions from a licensed physician. I have chosen neither to consult with my doctor about my participation in this program nor to obtain his/her approval and signature on this form. I attest that, to the best of my knowledge and belief, I am physically and mentally fit to participate in this program.

Participant's Signature: _____ **Date** _____
We DO NOT accept signatures in an electronic format (i.e. inserting an electronic signature into a PDF document). An original autograph must be on each signature line.