

PARTICIPANT AGREEMENT

In consideration of the services of Ruby Mountain Heli-Ski Guides, Inc. (RMH), El Aero Services, Inc., Lamoille Land Co., USDA Forest Service, Classic Helicopters Limited. L.C., and Reds Ranch (RR) their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "RMH.") I agree as follows:

Although RMH has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to your equipment, accidental injury or illness or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you 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:

Helicopter skiing is usually accompanied by beautiful mountain scenery. Those same beautiful mountains pose a risk of avalanches. Avalanches may be caused by natural forces including steepness of slopes, snow depth, instability of snowpack or changing weather conditions. RMH or its staff may misjudge whether the terrain is safe for skiing or where or when an avalanche may occur. The natural beauty of the mountainous areas used for helicopter skiing sometimes hides dangerous obstacles. Those obstacles may be hidden by snow and include, but are not limited to, crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, forest deadfall, holes and depressions below the snow surface and varying and difficult snow conditions. The ski areas may not have been skied previously and are not regularly patrolled. Skiers may become lost or separated from their skiing 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, RMH employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

I am aware that this activity entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those 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 the risks.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I have read, 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, estate and for all members of my family, including any and minors accompanying me. I acknowledge I am not relying on any oral, written, or visual representations or statements made by RMH including those made in its brochures or other promotional material, to induce me to participate in this activity.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless RMH 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 or RMH's equipment or facilities, **including any such claims which allege negligent acts or omissions of RMH.**

Should RMH 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.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. In the event of my death or incapacity, this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assignees and representatives.

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In the event that I file a lawsuit against RMH, I agree to do so solely in the state of Nevada, 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 clause, if found to invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

SKIER'S PERSONAL INFORMATION:

Name (Print): _____ Age _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ SKIING ABILITY: _____ SKIER'S WEIGHT: _____

SKIER'S HEALTH: _____ MEDICATIONS: _____ ALLERGIES: _____

PERSON TO NOTIFY IN CASE OF EMERGENCY:

Name: _____ Telephone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

IN SIGNING THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT,
I HEREBY ACKNOWLEDGE THAT IT IS A BINDING CONTRACT:

Dated: _____, 20____ Skier _____

**THIS IS A RELEASE OF LIABILITY DO NOT SIGN
OR INITIAL IT IF YOU DO NOT AGREE WITH ITS TERMS.**

Vertical Guarantee

If, on any day you elect not to ski or to return to base earlier than the rest of your group, you are free to do so when we can consolidate an entire ski group. The vertical skied or made available that day will be deducted from your vertical. This is in effect until 40,000 feet have been reached. If you are injured during your stay or choose not to ski, there will be no refund or compensation for unskied vertical.

If you wish to fly out because of your ability, injury, airline flight scheduling or any other reason, and the helicopter flight out is unscheduled, you will be responsible for additional charges.

Refunds are given only if a person gets less than the guaranteed amount of flying due to inclement weather, avalanche hazard or breakdown of equipment. These refunds are based on the unskied vertical of the individuals who have skied the most footage for the duration of their tour (vertical footage made available). If, at the end of 3 days, you have received less than 39,000 feet of helicopter lift, you may receive a refund at the rate of \$40.00 per 1,000 vertical feet. We do not refund guests who do not reach their footage due to poor skiing ability, fitness or injury.

Extra vertical is charged at the rate of \$400 per lift. If all four seats are occupied this equates to \$100 per lift per skier. Three skiers the rate would be \$133 per lift per skier. Two skiers would be \$200 per lift per skier and one skier \$400. RMH reserves the right to move guests to equal loads for the helicopter which may result in reducing the size of your group and increasing the cost of your lift. RMH reserves the right to terminate extra vertical skiing at any time.

Additional ferrying fees may be applied when skiing remote areas. Prices are subject to change at any time.

Initial _____