



## **Release, Waiver, and Indemnity**

As a condition of involvement in all activities at Pro Powder, I the undersigned assume all risk and understand that during my participation in activities at Pro Powder I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent to these activities and cannot be eliminated without destroying the unique experience of these activities. These inherent risks include, but are not limited to the dangers of serious personal injury, property damage, property loss, and death from exposure to the hazards of activities resulting from any cause whatsoever, including but not limited to the inherent risks of these activities, use of equipment, collision with man-made or natural objects or other students, travel within or beyond designated boundaries, or negligence, breach of contract, or breach of statutory duty of care on part of Pro Powder and it's employees, directors and agents. Pro Powder has not tried to contradict or minimize my understanding of these risks. I know that injuries and damages can occur by natural causes or activities of other persons, animals, class members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such injuries and damages are involved in activities conducted by Pro Powder and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on activities there may not be medical facilities or expertise necessary to deal with the injuries and damages to which I may be exposed.

In consideration for my acceptance as a participant in activities and lessons, and the services and amenities to be provided by Pro Powder in connection with these lessons and activities, I confirm my understanding that:

I have read any rules and conditions applicable to the activities made available to me; I will pay any costs and fees for these; and I acknowledge my participation is at the discretion of the director and/or trip leader.

Activities officially begin and end at the location(s) designated by Pro Powder. I am personally responsible for all risks associated with travel outside of Pro Powder activities. This does not apply to transportation provided by Pro Powder during lesson and activities.

If I decide to leave early and not to complete the activity as planned, I assume all risks inherent in my decision to leave and waive all liability against Pro Powder arising from that decision. Likewise, if the trip leader has concluded the activity, and I decide to go forward without the trip leader, I assume all risks inherent in my decision to go forward and waive all liability against Pro Powder arising from that decision.

I agree to waive, discharge claims and release from liability Pro Powder, its officers, directors, employees, agents, and tour guides from any and all liability on account of, or in any way resulting from injuries and damages, even if caused by negligence of Pro Powder its officers, directors, employees, agents, and tour guides in any way connected with its activities. I further agree to hold harmless Pro Powder, its officers, directors, employees, agents, and tour guides from any claims, damages, injuries or losses caused by my own negligence while a participant in activities. I understand that any litigation against Pro Powder, its officers, directors, employees, agents, and tour guides must be filed in the courts of the Prefecture of Hokkaido. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors who accompany me.

I have read this document in its entirety and I freely and voluntarily assume all risks of such injuries and damages and notwithstanding such risks, I agree to participate in classes and activities.

Participant \_\_\_\_\_ Date \_\_\_\_\_