HELLROARING POWDER GUIDES LLC

WAIVER, ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Revised August 30, 2026

This Waiver, Assumption of Risk and Release of Liability (this "Waiver") must be signed before participating in any HPG Activity. "HPG" means Hellroaring Powder Guides LLC, an Idaho limited liability company. "HPG Activity" means any guided or self-guided backcountry skiing, snowboarding, snowshoeing, hiking, camping, overnight hut use, meal service, equipment use, transportation to or from an activity location, or related activity organized, provided, permitted, or facilitated by HPG in Idaho or Montana. "Participant" means the person identified below. "Signer" means either (a) the Participant, if the Participant is eighteen (18) years of age or older, or (b) one parent or legal guardian signing for a Participant who is under eighteen (18). Only the applicable Signer identified in the signature section signs this Waiver.

By signing this Waiver, I understand, acknowledge, and agree as follows:

1. Acknowledgment of Risks

I understand and acknowledge that each HPG Activity is inherently dangerous and may cause serious or grievous injury, illness, property damage, or death. Known and potential risks include, without limitation: avalanches and avalanche-control or mitigation work; unstable or changing snow; deep-snow immersion, tree wells, cornices, terrain traps, cliffs, ravines, rocks, trees, streams, and other natural or artificial obstacles; falls, collisions, loss of control, and equipment failure; route-finding errors and decisions by the Participant, guides, or others; rapidly changing weather, whiteout or low-visibility conditions, extreme cold, snow, ice, wind, high altitude, and exposure; falling trees, rocks, ice, or other objects; encounters with wildlife; fire, smoke, carbon monoxide, cooking equipment, wood stoves, ladders, bunks, and other hazards associated with remote lodging or camping; food allergies, foodborne illness, and adverse reactions to meals; illness or close contact with other people; and accidents involving motor vehicles, tracked vehicles, snowcats, snowmobiles, or other transportation. HPG Activities require physical exertion and occur in remote areas where communication, rescue, evacuation, medical care, and other assistance may be delayed or unavailable. These risks may arise from natural conditions, the conduct of the Participant or third parties, or the ordinary negligence of one or more HPG Releasees. For self-guided activities, I understand that HPG may not select the Participant's route, assess conditions for the Participant, or supervise the Participant.

I understand that the Participant may experience increased heart rate, fatigue, anxiety, stress, fear, loss of balance, impaired coordination, dizziness, diminished reaction time, or impaired judgment. Injuries may include, without limitation, cuts, bruises, sprains, fractures, head or spinal injury, burns, hypothermia, frostbite, suffocation, illness, emotional distress, permanent disability, or death. Personal property may be damaged, lost, or destroyed. I acknowledge that the risks described in this Waiver are examples only and do not include every known, unknown, anticipated, or unanticipated risk of an HPG Activity.

2. Assumption of Risks

I UNDERSTAND THAT PARTICIPATION IN AN HPG ACTIVITY IS HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL, MENTAL OR EMOTIONAL INJURY, ILLNESS AND/OR DEATH TO THE PARTICIPANT AND/OR DAMAGE TO OR LOSS OF THE PARTICIPANT'S PERSONAL PROPERTY. I ACKNOWLEDGE THAT THIS RELEASE IS A LEGAL DOCUMENT. BY SIGNING THIS RELEASE I AM WAIVING LEGAL RIGHTS THAT I AND/OR THE PARTICIPANT MIGHT OTHERWISE BE ENTITLED TO UNDER THE LAW. I FURTHER ACKNOWLEDGE AND AGREE THAT I AM VOLUNTARILY PARTICIPATING, OR AGREEING TO THE VOLUNTARY PARTICIPATION BY THE PARTICIPANT FOR WHOM I AM SIGNING, IN EACH AND EVERY HPG ACTIVITY PARTICIPATED IN BY MYSELF OR THE PARTICIPANT FOR WHOM I AM SIGNING WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED.

If I am signing as the adult Participant, all references to the Participant refer to me, and I voluntarily participate with full knowledge of the risks and dangers involved. If I am signing as the Participant's parent or legal guardian, I voluntarily permit the Participant to participate with full knowledge of the risks and dangers involved, and I accept and assume those risks on my own behalf and, to the fullest extent permitted by applicable law, on behalf of the Participant. I represent that the Participant is capable of participating or that I will notify HPG before participation of any relevant limitation, medical condition, allergy, medication, or requested accommodation that HPG reasonably needs to know for safety. I understand that providing information does not require HPG to determine that participation is safe or medically appropriate.

3. Waiver and Release of Liability and Indemnification

In consideration for the Participant's participation in each HPG Activity, to the fullest extent permitted by applicable law, I waive, release, and discharge, and agree to hold harmless and indemnify, HPG and its members, managers, owners, officers, employees, guides, contractors, agents, representatives, successors, and assigns (collectively, the "HPG Releasees") from any demands, claims, actions, suits, losses, liabilities, damages, costs, or expenses arising out of or relating to an HPG Activity (collectively, "Claims"). This waiver and release expressly includes Claims for bodily, mental, or emotional injury or illness, death, or property damage arising from inherent risks, listed or unlisted risks, dangerous or defective property, equipment, or facilities, or the ordinary negligence of one or more HPG Releasees. It does not apply to

gross negligence, reckless or willful misconduct, intentional misconduct, or any liability that applicable law does not permit to be waived, released, or indemnified.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

4. Covenant Not to Sue

To the fullest extent permitted by applicable law, I agree not to institute or assist in any claim, suit, or action against an HPG Releasee for a Claim that is waived and released by this Waiver. This covenant does not apply to any claim that applicable law does not permit to be waived or released.

5. Binding Effect

If I am the adult Participant, I sign on my own behalf, and this Waiver binds me and my estate, heirs, personal representatives, successors, assigns, and any person asserting a derivative claim through me. If I am the Participant's parent or legal guardian, I sign on my own behalf and, to the fullest extent permitted by applicable law, on behalf of the Participant; this Waiver binds me and my estate, heirs, personal representatives, successors, assigns, and any person asserting a derivative claim through me. I represent that I am eighteen (18) years of age or older and have authority to sign in the capacity selected below. Nothing in this paragraph purports to bind a parent, guardian, or other person who has not signed this Waiver.

6. Emergency Response and Medical Authorization

If the Participant is injured, ill, missing, or otherwise appears to need assistance, I authorize HPG and its personnel to provide or obtain first aid, emergency medical care, rescue, transportation, or evacuation that they reasonably consider appropriate under the circumstances. I understand that HPG cannot guarantee the availability, timing, means, or outcome of rescue, evacuation, or medical care in a remote area. I accept responsibility for costs charged by third parties for such care, rescue, transportation, or evacuation, to the extent permitted by applicable law. If I sign for a minor Participant, I give this authorization as the Participant's parent or legal guardian.

7. Binding Arbitration and Waiver of Jury Trial

Except for an individual claim eligible to be brought in small claims court, any dispute arising out of or relating to this Waiver or an HPG Activity shall be resolved by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect. THE PARTIES WAIVE THE RIGHT TO A JUDGE OR JURY TRIAL FOR ANY DISPUTE SUBJECT TO ARBITRATION. The Federal Arbitration Act governs the interpretation and enforcement of this Section 7. The legal seat of arbitration shall be Idaho Falls, Idaho. Hearings may be conducted remotely; any in-person hearing shall be held in Idaho Falls unless the parties agree otherwise. AAA's consumer fee schedule controls the allocation of administrative fees and arbitrator compensation. Each party bears its own attorneys' fees and other costs except to the extent an award is authorized by applicable law or the AAA rules. If AAA is unavailable or declines administration for a reason other than HPG's failure to comply with AAA requirements or pay required fees, the parties shall select a comparable neutral administrator or arbitrator, or a court with jurisdiction may appoint one. Judgment on an award may be entered in the Bonneville County, Idaho District Court or any other court having jurisdiction.

8. Governing Law and Miscellaneous Provisions

This Waiver applies to each HPG Activity in which the Participant participates. Except for Section 7, the substantive law of the state where the event or conduct giving rise to a Claim occurred - Idaho or Montana - governs that Claim and the related portions of this Waiver, without regard to conflict-of-laws rules. Nothing in this Waiver waives a protection that cannot lawfully be waived under applicable mandatory law. Headings are for convenience only. If any provision is held invalid, prohibited, or unenforceable, it shall be modified or disregarded only to the minimum extent necessary, and the remaining provisions shall continue in effect. This Waiver contains the entire agreement concerning its subject matter and may be modified only by a writing or electronic record signed by HPG and the applicable Signer.

9. Electronic Consent, Privacy, and Record Retention

Electronic Consent and Signature. I consent to conduct this waiver transaction electronically and to receive this Waiver and its related records in electronic form. This consent applies to this transaction and its related records. By selecting an electronic-signature control, typing or drawing my name, or using another signing method presented by HPG, I intend to sign this Waiver and agree that my electronic signature has the same force and effect as my handwritten signature. Before signing, I may decline electronic signing and request a paper copy without charge. I may withdraw consent for future electronic transactions by contacting HPG using the contact information in my booking confirmation; withdrawal will not affect records or signatures already provided. I confirm that I can access, download, print, and retain the electronic record using a current internet browser and, if a PDF copy is provided, PDF-reading software. HPG will provide or make available a completed copy.

Privacy and Retention. HPG may collect and use identification, contact, signature, activity, transaction, and voluntarily provided health, allergy, accommodation, or emergency information to administer an HPG Activity, verify consent, communicate with the Participant or Signer, manage safety, satisfy insurance and legal obligations, and establish or defend legal claims. HPG may disclose information to service providers acting for HPG, insurers, professional advisers, emergency responders, medical providers, or government authorities when reasonably necessary for those purposes or required by law. HPG will use reasonable administrative, technical, and physical safeguards. HPG may retain the signed Waiver and related electronic audit trail through the longest potentially applicable limitation period, including any tolling period applicable to a minor Participant, and for any longer period required by law, an insurer, or a legal hold. HPG will then securely dispose of the records when they are no longer reasonably necessary.

I HAVE CAREFULLY READ THIS WAIVER AND I FULLY UNDERSTAND THE PROVISIONS HEREOF. I SIGN THIS WAIVER VOLUNTARILY AND I ACKNOWLEDGE THAT I HAVE NOT RELIED ON ANY WRITTEN OR VERBAL REPRESENTATION OR STATEMENT OF HPG OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN CONNECTION HEREWITH.

ONLY ONE SIGNATURE IS REQUIRED: THE ADULT PARTICIPANT SIGNS IF AGE 18 OR OLDER; OTHERWISE, ONE PARENT OR LEGAL GUARDIAN SIGNS FOR THE MINOR PARTICIPANT.

Name of Participant: _____

Activity State(s): Idaho [ ] Montana [ ] Activity Date(s): _____

Email: _____

Address: _____

Age: _____ Date of Birth: _____

Adult Participant Signature (if age 18 or older): _____ Date: _____

Parent/Legal Guardian Name (if Participant is under 18): _____

Parent/Legal Guardian Signature: _____ Date: _____