

MCA Application Package - 2005

We take your application to join an MCA trip seriously. Our application process will require some extra time and paperwork from you, but this helps us do a better job screening our participants and insuring that our MCA team members get on a program that fits their experience and expectations. Please do not hesitate to contact us if you have questions regarding our application procedures.

APPLICATION PROCEDURES

Initial steps:

- Carefully read, execute and submit the following MCA forms and materials in order to apply for and reserve your position on an MCA program:

MCA Form 1: General Terms and Conditions

MCA Form 2: Participant Information

MCA Form 3: Participant Medical Information

MCA Form 4: Acknowledgement of Risk and Contract, Waiver, Release and Indemnification

- Consult with your doctor immediately and together read and execute MCA Form 5: Physician's Certificate. Submit this form to MCA at least 30 days prior to the program.
- If you are under the age of 18, both you and your parent or legal guardian must sign all forms. If you are married, your spouse must also sign all forms.
- For MCA programs conducted outside Canada or the U.S., applicants must include a good quality photocopy of the first two pages of your passport showing the full legal name, date of birth, passport number and citizenship under which you will be traveling.
- Include payment with your application payable to Mountain Climbing Adventures. All payments are to be in Canadian or US dollars.
- Mail or ship the above materials to:
Mountain Climbing Adventures
282 Church St.
Oakville, Ontario
L6J 1N8
Canada
- We encourage you to send application materials using a traceable shipping method such as FedEx, United Parcel Service or Expresspost, etc.

Next steps:

- You will be notified by email upon our receipt of your completed application materials and formal acceptance for the program. Your position is not confirmed until all properly executed forms and application fees have been received.
- Submit additional fee payments on or before the due dates indicated in the program materials.
- MCA will send you additional program materials, instructions and updates via email as needed.

PERSONAL INSURANCE and TRAVEL ARRANGEMENTS

- Travel insurance is strongly recommended. Make sure you have adequate health, life and disability insurance for you and your family and that your policies cover you while out of the country. You may want to purchase a rescue policy to help cover rescue or evacuation costs if necessary. Be aware that some travel policies do not cover climbing or high altitude activities.
- We recommend you contact Egan Travel Ltd. for assistance with your travel planning. We have worked with Egan Travel Ltd. for years; they are familiar with our exact itineraries and programs and handle airline bookings for most of our participants. You can reach Al Tarrant at: (905) 842-3263 or by e-mail at: oakville@egan.on.ca

RESPONSIBILITIES OF PARTICIPANTS

- We expect participants to be in good health and possess the physical fitness level required for their particular program. We also expect participants to know and have reviewed the climbing techniques necessary to safely participate on their program.
- Participants are responsible for preparing and bringing the proper personal clothing and equipment.
- Participants need to read and understand the materials they have received regarding the program and its objectives, itinerary, travel plans. Participants should contact MCA whenever questions arise.
- Everyone is expected to work together as a team, to be considerate of every team member and to be respectful of each country's customs, values and traditions.

MCA FORM 1: GENERAL TERMS AND CONDITIONS (Page 1 of 3)

Mountain Climbing Adventures (“MCA”) reserves the right to deny program admission and participation to any individual. Upon formal admission by MCA to a program, each applicant will be deemed a Participant of the program subject to all of the following terms and conditions:

MCA DISCRETION

- MCA requires Participants to be prepared physically, technically and psychologically for all programs and MCA reserves the right to dismiss a Participant from a program at any time based on any factors that MCA discovers.
- Participants must supply MCA true, complete and accurate information on the Participant Information form (including the information concerning training and prior mountaineering experience), Participant Medical Information form, Physician’s Certificate, and in any other written or oral communications.
- MCA reserves the right to dismiss any Participant or send any Participant down to lower altitude at any time if, in the sole judgment of MCA, it is in the best interest of that Participant or any other person.
- MCA reserves the right to change, alter or cancel the itinerary as, in MCA’S sole discretion, MCA finds necessary for the proper and safe conduct of the program.
- Participants acknowledge that MCA program plans are necessarily subject to change based on a number of factors, including but not limited to foreign governments, weather, terrain, currency fluctuations, changes in costs, and many other factors, and that MCA has complete discretion to effect any change of plans to accommodate any of these or other factors, including but not limited to increases in program fees, changes to the program schedule or itinerary, and changes to any means of conveyance, when deemed necessary or advisable, without notice and without allowance of refund and with the liability for any increased program fees, if any, to be born by each participant.

PROGRAM FEES AND PAYMENTS

- Registration for MCA programs requires a minimum application fee.
- The balance of program fees will generally be due 90 days prior to the starting date of the program.
- For certain MCA programs including Himalayan expeditions and treks, special application fees and payment schedules may apply as included within the relevant MCA Application Package.
- Payments made by wire transfer to MCA require inclusion of an additional \$15.00 wire transfer fee.
- It is the participant’s responsibility to adhere to the fee payment schedule. Participants may not receive additional notice of payment due dates from MCA.
- The Participant’s cancelled checks will serve as the receipt and verification of payments.
- Late payments will result in cancellation of program reservations and forfeiture of all fees paid.

REFUND POLICY

- All application and program fee payments from Participants are non-refundable and non-transferable.
- The MCA Form 5: Physician’s Certificate must be returned to the MCA office no later than 30 days prior to the program starting date, however no application or program fees will be refunded if a Participant’s physician fails to approve participation after a Participant is admitted to a program.
- Participants agree that beginning on the first date of the program itinerary, there will be no refunds of program fees for any reason whatsoever.

MCA FORM 1: GENERAL TERMS AND CONDITIONS (Page 2 of 3)

OTHER COSTS AND EXPENSES

- Participants acknowledge that all team or group supplies and equipment are the sole property of MCA.
- Participants agree to reimburse MCA for any satellite communication charges incurred by Participants while participating in the program.
- Participants agree that the cost of any search and rescue undertaken on their behalf will be their financial responsibility, including costs incurred by MCA, other expeditions, any government or other entity.
- Participants acknowledge that during the program, certain events may occur which may necessitate certain additional costs not contemplated at this time, including but not limited to the cost of evacuation during any part of the program, medical treatment, body recovery and/or repatriation, and other related matters. Participants agree that those additional costs are not the responsibility of MCA and that the Participant is responsible for payment of those costs.

PROGRAM CANCELLATION

- MCA reserves the right to cancel a trip for any reason prior to departure. In that event, MCA will refund application and program fees paid by Participants. In circumstances where MCA has already made payments to foreign agencies for a program, some portion of program fees may not be fully refundable.
- In the event of cancellation of a program and upon refund to Participants of all program fee payments, MCA shall be released from any further liability to Participants, including but not limited to liability for additional costs Participants may have incurred, pre-departure expenses, non-refundable advance purchase air tickets, visa fees, equipment purchases and medical expenses.

OTHER TERMS AND CONDITIONS

- Participants authorize and release to MCA the use of their image in any photograph or video recording for any legal purpose of MCA.
- Participants understand that no guarantees have been made with respect to the objectives of the program.
- MCA hereby gives notice that it only serves as an agent for hotels, transportation companies, land operators, and suppliers of travel services, and that no responsibility or liability is assumed by MCA in connection with any travel service, including but not limited to airlines, hotels, and motor vehicle operators, and that MCA will not be responsible for any act, error, omission, nor any injury, loss, accident, delay, irregularity, or danger by a supplier of travel services to Participants in MCA programs.
- Participants acknowledge that they are advised to buy personal life, medical, accident, travel, baggage, cancellation, rescue, and other insurance that may pertain to their participation in the program. Participants understand that MCA provides them with no such insurance coverage.
- Prices are based on double occupancy. If you prefer private accommodations, a single supplement option is available for some trips.

MCA FORM 1: GENERAL TERMS AND CONDITIONS (Page 3 of 3)

AGREEMENT

I, _____ (Participant print full name), of my own free will, for my family, minor children, spouse, 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 General Terms and Conditions contained herein. I have also read the MCA program materials and relevant website information (e.g. Fee Payment Schedule, Itinerary, Personal Equipment Checklist, Immunizations Checklist) and other documents, maps, accounts, and information pertinent to the program and I understand and agree to the information, terms and conditions contained therein. The above named forms are incorporated herein.

Participant's Signature: _____ **Date** _____

If under 18, Parent or Guardian must also sign:

Signature: _____ **Date** _____

Parent please print full name: _____

MCA FORM 2: Participant Information (Page 1 of 3)

A. Personal Information:

Full Legal Name: _____

Address: _____

City: _____ Prov/State: _____ Postal Code: _____

E-Mail Address: _____

Phone (H): _____ (W) _____ (Fax) _____

Date of Birth: _____ Citizenship: _____ Marital Status: _____

Occupation: _____

MCA Program & Departure Date: _____

Total Program Fees \$ _____

Payment Included \$ _____

B. For participation in programs conducted outside Canada and the U.S., please send a good quality copy of the first two pages of your passport and also complete:

Passport Number: _____ Expires: _____

Date and Place Passport Issued: _____

C. Mountaineering and Related Activities:

Please list your pertinent climbs, training and related activities. If necessary, attach additional sheets.

MCA FORM 2: Participant Information (Page 2 of 3)

D. Training and Conditioning:

Please describe the conditioning routine you plan to use to prepare yourself for this expedition. If necessary, attach additional sheets.

E. Accommodations and Meals:

Trips are priced based on double occupancy. If available, are you interested in paying an additional fee for a Single Supplement option? _____

Are there any foods you cannot eat? _____

F. Emergency Contact Information:

Primary Contact Name: _____

Primary Contact Address: _____

Primary Contact Phone(s): _____

Alternate Contact Name: _____

Alternate Contact Address: _____

Alternate Contact Phone(s): _____

MCA FORM 2: Participant Information (Page 3 of 3)

G. Insurance Information:

My Health Insurance Carrier is: _____

Group Number: _____ Policy Number: _____

I have purchased Travel Insurance for this trip: _____ Yes _____ No

If yes, provider and policy number: _____

I have purchased Trip Cancellation Insurance for this trip: _____ Yes _____ No

If yes, provider and policy number: _____

AGREEMENT

The information I have provided on MCA Form 2: Participant Information is true and correct.

Participant's Signature: _____ Date _____

If under 18, Parent or Guardian must also sign:

Signature: _____ Date _____

Parent please print full name: _____

MCA FORM 3: Participant Medical Information

Climbing and trekking at high altitudes is extremely strenuous. In addition, medical care as you may be accustomed to at home in Canada or the US is non-existent in many foreign countries. We do not want you to engage in any activity that would be detrimental to your health or which would be opposed by your doctor because of recent illness, injury, surgery, etc. If you have any questions regarding your participation in the expedition, please contact your doctor.

Participant Name: _____ Date of Birth: _____

Gender: _____ Height: _____ Weight: _____

How would you describe your health (use additional page if necessary)? _____

Please answer the following questions. If yes to any, please describe on a separate sheet.

Have you ever had (YES or NO):

Allergies _____ High Blood Pressure _____ Dislocations _____

Frostbite _____ Do you get cold easily? _____ Shoulder, Back, or Knee problems _____

Diabetes _____ Are you pregnant? _____ Asthma _____

Epilepsy _____ Heart Disease _____ Cerebral or Pulmonary Edema _____

Previous altitude problems _____ Speech, vision, or hearing impairment _____

Do you use tobacco? If yes, details _____

Are you taking any medications (for what? dosage? use additional page if necessary)? _____

Do you have any limitations on your activities (use additional page if necessary)? _____

Do you have any other conditions that might affect your health (use additional page if necessary)? _____

AGREEMENT

The information I have provided on MCA Form 3: Participant Medical Information is true, complete and correct.

Participant's Signature: _____ Date _____

If under 18, Parent or Guardian must also sign:

Signature: _____ Date _____

Parent please print full name: _____

MCA FORM 4: Acknowledgement of Risk and Contract, Waiver, Release and Indemnification (Page 1 of 4)

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please consult us and/or your attorney. Please review and sign with spouse (or parent or guardian if a minor).

MOUNTAIN CLIMBING ADVENTURES (hereinafter also referred to as "MCA") has taken care to assure that our Participants experience a rewarding mountaineering expedition. We wish to inform our Participants that mountaineering and foreign travel are not risk free. The same elements that contribute to the unique character and fun of exploring and climbing mountains, such as the physical exertion or outdoor living, can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, paralysis, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of some of the possible risks. We ask that you read this release of liability, sign it, and return the original documents to our office.

ACKNOWLEDGMENT OF RISK

You, the Participant, need to understand that you are going to be entering an environment with significant hazard and risks, including those associated with living, camping, traveling out of doors, and traveling in foreign countries that may be politically unstable, worldwide dangers associated with the war on terrorism, and with the forces of nature. Below is a list of the possible hazards but not all of the hazards you may encounter.

Travel is by vehicle, animal, bus, and on foot. Travel by foot is over rugged unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, glaciers, steep slopes, and slippery rocks. Attendant risks include vehicle accidents, falling, drowning, and others usually associated with such travel, as well as environmental risks. This travel in foreign countries includes automobile, taxi, truck, bus, train, aircraft, helicopter, pack animal, and other modes of transportation. Many times the risks associated with transportation can be as great as the mountaineering risk itself. You assume the risk of all travel arranged by yourself or by MCA.

Meals are prepared over stoves and sometimes-open fires. Water often requires disinfecting before use. Camping hazards may include burns, tent fires, carbon monoxide poisoning, cuts, diarrhea and flu-like illness. All water must be treated before ingesting once you leave Canada or the United States.

Environmental risks include rapidly moving, deep or cold water, insects, snakes, and predators including large animals, falling and rolling rock, lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks are frostbite, high altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Climbing and Mountaineering are hazardous. The obvious accidents that occur in climbing are falling while climbing, whether you fall only a few feet, part way down the mountain, or all the way to the bottom. As you fall you may hit objects or the terrain in your path. If a rope stops your fall, the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height. In addition to the hazards of falling, falling objects may hit you. Rocks, ice, snow, climbing equipment and even people may fall and hit you as you are standing or while climbing. Equipment may fail. The extreme conditions of the environment in which climbing and mountaineering equipment is used in conjunction with the damage caused by the environment can cause climbing equipment to fail. The rock or ice to which you are holding or to which you have placed protection may break, causing you to fall or causing your protection to pull out from the rock or ice. As you climb you may pull out protection from the rock or ice. You may experience injury from holding on to the rock or using equipment. You may also experience rope burns from handling the rope. There are many hazards associated with snow, ice, and glacier climbing. Ice climbing is a technical activity involving the use of technical equipment including ice axes and crampons. Ice axes must be used properly to be effective and to prevent injury to you or other people. Crampons have sharp points on the bottom and front of the boot. These points are dangerous to you and other people. Ice climbing involves cold, water, and steep terrain.

MCA FORM 4: Acknowledgement of Risk and Contract, Waiver, Release and Indemnification (Page 2 of 4)

Ice is constantly falling and can cause injury if you are hit. Other objects may fall and hit you due to thawing or being knocked down by the ice or other climbers.

Avalanches are often a threat in the mountains. An avalanche is snow and ice that has released from the mountain and is moving down the mountainside. If you are trapped in an avalanche you can be injured or suffocated by the avalanche or trapped in the avalanche, which may kill you. The avalanche debris may force you into a collision with other immovable objects, which might injure or kill you or you may be forced into a crevasse or over a cliff.

Glacier travel is always dangerous. Crossing crevasses or walking over snow bridges covering a crevasse can lead to a fall into a crevasse. Falling into a crevasse can cause injuries due to the fall or objects hitting you during and after your fall. You may also be injured while stopping in the bottom or wedging into the sides. Once in a crevasse you will be subject to cold and hypothermia. Another aspect of glacier travel to be aware of is the danger from seracs, large blocks of ice or snow you may need to walk near or around. Many times while crossing glaciers or hiking in the mountains, you will be in an area where seracs or ice can fall, injuring or killing you.

You may trek and climb at altitudes to which you will not be accustomed. Altitude sickness is the term used to describe the effects on a human body at altitudes higher than the person is accustomed to. Altitude sickness is usually associated with nausea, headaches and a loss of appetite. Altitude sickness can lead to conditions that may result in death. You must understand that the mountaineering expedition in which you are about to participate includes a high degree of risk of hypothermia. High Altitude Pulmonary Edema (HAPE) and High Altitude Cerebral Edema (HACE) occur when you are at altitudes and have not acclimated properly. HAPE and HACE can be fatal if not recognized and treated quickly. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Hypothermia can quickly result in death.

Medical care, as you understand it, may not be available outside Canada or the United States. You may be hours or days travel by water, porter, animal or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in Canada and the United States. The medical personnel you will be treated by may not have the same training as medical personnel in Canada and the U.S. You will be subject to bacteria, viruses and diseases, which are rare or unknown in Canada and the U.S. You will need to be vigilant in your normal daily habits such as eating, hand-washing and bodily functions in order to not introduce dangerous bacteria, virus and diseases into your system.

Decisions are made by the MCA staff and Participants on a high altitude expedition based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. Participant understands and agrees to abide by these decisions. **However, the Participant must exercise their own ability and thought in keeping safe and secure, and is solely liable for their safety and that absent direction from MCA it is his or her decision to travel, return home or descend at any time.** Throughout the trip, Participant is responsible for his or her own safety and for the safety of other members of their expedition. Participant agrees to adhere to all decisions made by the employees, contractors, guides, owners and members of MCA at all times. Participant understands that those decisions may be based on many factors, including the overall safety of the group. Participant understands and agrees to those decisions, which are in fact the way most professionally conducted high-altitude expeditions operate.

There is a high level of stress and anxiety while undertaking any mountaineering expedition. In addition you may encounter or see sights, which may disturb you. It is also possible that some participants will suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible risks, injuries, trauma, or accidents that may occur while mountaineering. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them, as well as other possible injuries not mentioned above. Some injuries occur more often when the participants are using illegal drugs or alcohol or are not physically able to undertake the expedition, so the use of illegal drugs or alcohol will not be permitted on the trip while engaged in climbing or mountaineering.

MCA FORM 4: Acknowledgement of Risk and Contract, Waiver, Release and Indemnification (Page 3 of 4)

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children, spouse, representatives, heirs, assigns, subrogors and dependent parents, understands the risks of mountaineering and the legal consequences of this document. I am fully capable of participating in the mountaineering expedition. I state that I have read the above statement on some of the possible risks in trekking and mountaineering, and I voluntarily accept them. Therefore, I assume all risks in participating in this activity, including but not limited to those listed above, for myself and my family, including minor children, spouse and dependent parents, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant or the negligence of MCA, its guides, agents and employees. I also understand that MCA reserves the right to refuse continued participation in the expedition to any person it judges to be incapable of meeting the rigors and requirements of participation. I am in good physical condition and able to undertake this expedition.

I further agree to release, acquit and covenant not to sue MCA for any and all claims, causes of action or damages, or remedies in equity of whatever kind, including those alleging the negligence of MCA, other participants, my family, minor children, spouse, dependent parents, myself, or my heirs, against MCA arising out of participation in this expedition. In short, I cannot sue MCA and if I do, I cannot collect any money.

I agree to indemnify and hold harmless MCA from all claims, damages, losses, injuries and expenses arising out of or resulting from my family's or my participation in these activities. This indemnification extends to the members of my immediate family, minor children, spouse and dependent parents in my household. In consideration of my being able to participate in the activity I agree to indemnify and hold harmless MCA for any costs associated with my death or with any injury I may receive, or transportation not covered in the itinerary due to my death or injury or early departure.

I hereby authorize any medical treatment or rescue deemed to be necessary I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself. I hereby authorize the release of any medical information in the possession of MCA to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against MCA or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information.

I agree that Canadian 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 the parties, and that any legal action, lawsuits or arbitration resulting from my participation in this activity shall be brought only in the Province of Ontario, Canada.

Should a court of competent jurisdiction declare any part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original. The terms of this agreement shall continue and be in effect after the expedition. As liquidated damages, I hereby agree that if MCA is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay MCA's costs and attorney fees if they successfully defend such action, lawsuit or litigation.

FORM 4: Acknowledgement of Risk and Contract, Waiver, Release and Indemnification (Page 4 of 4)

I, _____ (Participant print full name), of my own free will, for my family, minor children, spouse, 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.

Participant's Signature: _____ **Date** _____

Participant Spouse's Signature (if applicable): _____ **Date** _____

If under 18, Parent or Guardian must also sign:

Signature: _____ **Date** _____

Parent please print full name: _____

MCA FORM 5: Physician's Certificate

Your patient, _____
(Please Print Patient's Full Name)

has been accepted as a member of a high altitude mountaineering expedition. Please ask him/her to describe the type of expedition that is planned. This expedition involves high altitude climbing and possible cold temperatures, along with the dangers from altitude sickness, accidents, and illness in a remote area. Professional medical help may be days away. All participants must be in satisfactory physical condition and be mentally stable. In addition, we recommend that participants carry certain prescription drugs with themselves in their personal medical kit. Possible 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) Tylenol 3 or similar for severe headaches;
- 6) Malaria Chemoprophylaxis, if needed based on travel plans;
- 7) Asthma medication, if any history.

For serious illness on high altitude expeditions nifedipine (for pulmonary edema) and dexamethasone (for cerebral edema) are standard treatment protocol in association with immediate descent.

Please assist your patient in obtaining these or other drugs that you would advise for extended travel in the third world away from western style medical care.

I, Doctor _____
(Please Print Doctor's Full Name)

have examined the above-named patient on this **Date** , _____
taking into consideration the activity in which he/she is going to engage 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 activity.

Physician's Comments, Reservations, Observations, if any (please use additional sheet if necessary.)
Please list any drugs that your patient should not be given: _____

Signature of Physician: _____

Address: _____

Phone(s): _____