

WILDERNESS ADVENTURES: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

For Participant and Parent or Legal Guardian

INTRODUCTION: Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. The participant must sign this Document. One of the participant’s parents or legal guardians (hereafter collectively “parent”) must also sign, whether the participant is an adult or a minor (minors are those under 18 years of age in Wyoming; hereafter sometimes “minor” or “child”). If I am a parent, I am entering into this Document for myself (“parent” or “myself” includes acting on behalf of my non-signing spouse, if any) and, if my child is a minor, on behalf of my minor child.

In consideration of the services of Wilderness Ventures LLC, doing business as Wilderness Adventures, and its owners, members, managers, officers, directors, employees, agents and representatives, including its medical consultants, and all other affiliated persons or entities (individually and collectively referred to in this Document as “Wilderness Adventures”) in allowing participant to participate in a Wilderness Adventures Program (hereafter “Program”), I (participant and parent) acknowledge and agree as follows:

PLEASE NOTE: I agree below to commit to and honor Wilderness Adventures’ policies, including those related to SARS CoV-2 (virus) and COVID-19 (resulting disease), collectively “COVID-19”, and, if I am a parent, reinforce those policies with my child. **As identified below, among other important provisions, I acknowledge that I am/my child is voluntarily participating in the activities despite the risks, including the risks associated with COVID-19.**

ACTIVITIES ON FEDERAL LANDS: Some federal land agencies may have restrictions, such as prohibiting service providers from seeking releases of liability for their own negligence when operating under permit on those federal lands. To the extent a court or arbitrator determines, as a matter of law, that these federal restrictions prohibit me from agreeing to any clause below, that clause will not be enforced.

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating (whether attending, observing, or actively participating) in Wilderness Adventures educational, instructional, recreation and/or adventure Program activities in the U.S. or in international locations includes risks. These activities may be led or conducted by Wilderness Adventures staff, contracted staff or others and may include, but are not limited to: hiking, backpacking, climbing, mountaineering, canyoneering, trekking and peak ascents on or near active volcanoes, geysers, hot (geothermal) pools or rivers, rock, snow, ice (including glaciers) and other environments and zip line, canopy tours, ropes or challenge course activities, all of which can include top-roping, belaying and rappelling and use of ropes, harnesses and/or other technical gear; camping and campfires; SCUBA diving, including training and certification; snorkeling; whitewater rafting, kayaking, canoeing, surfing, stand-up paddle boarding, sailing or other boating or paddle sports in oceans, rivers or other water bodies; swimming and sliding on natural water slides; fishing; use of alpine slides; skiing or snowboarding; road and mountain bicycling on roads or trails; horseback riding and horse-packing; safaris; leadership and wilderness first aid skills and certification; interactive games and other sporting activities; sightseeing, cultural tours and/or travel in urban, rural and/or remote areas; socializing; volunteer/community service; outdoor cooking or other chores; homestays or other accommodations; use of any equipment, facilities or premises; and travel (for example) in airplanes (including bush planes), vans, buses, taxis, cars, trucks and/or other vehicles, or by gondola, ski-lift, boat, bike, foot, animal or by other means (collectively referred to in this Document as “activities”). Activities may be day or multi-day, mandatory or optional, scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during participant’s free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (sometimes collectively referred to in this Document as “risks”) of the activities can cause injury, property damage, death or other loss to participant or others, including the parent or other members of the parent’s or child’s family.** The parent of a minor gives permission for their child to participate in all activities and agrees to discuss the nature of the activities and risks with their child. **The following describes some, but not all of the inherent risks:**

Outdoor environment. Risks include travel in high-altitude (up to or above 14,000 feet), mountainous and wilderness terrain, both on and off trail, including at ski areas. Participants’ travel may be subject to storms, including rain, lightning, snow or ice, hail, strong winds or white-outs; extremely hot, humid or cold weather or water and rapid and unpredictable weather changes; flash floods; fire and associated smoke; mud, snow or rock slides, including avalanches; live lava flows and/or volcanic eruptions or earthquakes; fast moving rivers or other water bodies, including currents and whitewater; steep, exposed and rugged terrain; falling rocks, ice or snow chunks; boulder fields; falling or fallen timber; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; close and unpredictable contact with wild or domestic animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

Judgment and decision-making. Staff or others, including participants, must make judgments and decisions in various environments that are, by their nature, imprecise and subject to error. Risks include that a staff member, contractor, participant or other person may misjudge their own, the participant’s (or others) capabilities, health or physical condition, or misjudge some aspect of travel/route, instruction, medical care, weather, terrain, water conditions or other issues.

U.S. or international travel. Travel can involve unique risks, such as political unrest, terrorism, contact with unusual diseases, viruses or bacteria, exposure to contaminated food or water, dangerous road or travel conditions, thievery, abduction and other risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. **NOTE:** Although Wilderness Adventures staff consider current geo-political climates in choosing Program locations, staff are not experts in assessing the likelihood of terrorist activity, political unrest, health threats, the need for vaccinations or other issues. Any of these factors – including but not limited to the presence of COVID-19 in the US or another country - present numerous uncertainties and risks associated with travel, including but not limited to sudden closing of borders and/or in country quarantines (whether participant is trying to travel to or through, or return from, a travel location), varying or inconsistent global or in country (US or otherwise) travel advisories, cancellation or termination of air, ground or other travel into, through or out of a location, etc.. Participant (and the parent of a minor) is responsible for conducting their own independent investigation through the U.S. State Department, U.S. Centers for Disease Control, World Health Organization or other sources.

Personal health and participation. The participant's mental, physical (including fitness level) or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the activities includes risks. Although Wilderness Adventures will review participant's submitted health information, Wilderness Adventures cannot anticipate or eliminate risks or complications posed by participant's condition. **NOTE:** There are risks associated with contact with other persons, spaces, equipment or otherwise, including the risk of a participant, staff, parent or other persons' carrying, being infected by or contracting SARS-CoV-2/COVID-19 or other disease, virus or bacteria before, during or after a Program and/or transmitting it to others, including vulnerable and at risk populations in the Program community or a participant's home community.

Any recreation or physical activities. Risks include that a participant may overestimate their abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground or encounter other hazards; not understand the functioning of (or misuse) the equipment; fail to navigate steep, uneven or difficult terrain; not control their speed or experience equipment malfunction.

Geographic location. COVID-19 Pandemic uncertainties, activities in remote locations (several hours or up to a day from medical facilities) and changing climate issues (such as fires) or other factors may increase or exacerbate risks and/or cause delays or difficulties in communication, travel/transport, evacuation and medical care. Medical facilities may be primitive, inadequate or inaccessible (including, in the case of sickness from COVID-19, lack of critical care medical equipment such as but not limited to ventilators). Additional delays can result if circumstances require transport between countries/back to the U.S. for medical care. Staff or others may have access to wireless communication devices; however, use of these devices in any location is unreliable and inconsistent.

Equipment. Equipment used in activities may be misused, may not fit, or may break, fail or malfunction. This includes participant's or Wilderness Adventures' equipment or other equipment (whether purchased, borrowed or rented). Participant and parent assume full responsibility for choosing appropriate personal equipment and for its fit and condition. Wilderness Adventures staff or its contractors may recommend or require safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of this gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Service projects. Participating in volunteer service projects includes risks associated with activities such as (but not limited to) trail work, building, digging, lifting, construction and clean-up projects. Projects can include the use of tools and equipment (e.g. shovels, hammers or other tools) and potentially dangerous materials (paints, cleaning agents) that can cause injury resulting from use, misuse or malfunction.

Campgrounds, homestays, group or community accommodations. Risks include sharing rooms or space with unrelated parties or homestay families and lack of privacy and security; in addition, participants may live with a homestay family, sometimes without direct staff supervision and may travel to and from their accommodations or homestay family independently. Homestay families will provide different oversight and supervision than Wilderness Adventures staff.

Cooking, camping and travel. Risks include gas explosion, scalding or other burns associated with tending to, cooking over or being near a gas or propane stove or open fire. Contaminated water is a risk in any setting, and food or water provided by vendors, contractors, host families or public restaurants may be contaminated or cause an allergic reaction. Camp site risks include falling trees and/or branches, floods, wildlife disturbances, and other hazards.

Free time. Participants will have free and/or independent, unsupervised time before, during or after activities and at other times and will not be watched or supervised during sleeping hours.

Participant conduct; interactions with people. Risks associated with the participant's interactions with other participants or third parties including any person's carelessness or other misconduct, reliance on or interactions with Wilderness Adventures staff, contracted staff, homestay families or other known or unknown persons, including the possibility of inadvertent touching by - or unwanted sexual advances from - anyone.

The inherent risks – and any other risks - may result in participants: falling partway or falling to the ground or into the water, snow, rock, mud or lava; being struck by, colliding with or impacting objects, people, vehicles, animals or the bottom of a water body; experiencing vehicle or boat collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions; being subjected to sexual harassment, abuse or assault; being exposed to, contracting and/or transmitting to others life threatening human/animal/insect/other borne communicable and/or contagious diseases, such as but not limited to COVID-19 (via the SARS-CoV-2 virus), or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, hyponatremia, drowning or suffocation, high altitude sickness (i.e. High Altitude Pulmonary or Cerebral Edema), SCUBA related de-compression sickness or lung expansion injury, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, illnesses, cuts, wounds or other injury, damage, death or loss.

I (participant and parent) further agree:

- to review all materials received, complete all required forms, abide by the terms of those documents, and obey all rules and other policies, including my agreement and consent to Wilderness Adventures COVID-19 policies, identified in Responsible Together: Wilderness Adventures in Covid-19 - Our Disclosure and Parent & Participant Commitment, on our website or otherwise;
- Wilderness Adventures staff or contractors are available should I have further questions about the activities, the associated risks or other issues;
- to disclose any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate, and represent that participant is fully capable of participating without causing harm to him/herself or others;
- the information provided above or otherwise is not complete, other unknown or unanticipated activities, risks and outcomes may exist, and Wilderness Adventures cannot assure participant's safety or eliminate any of the risks; at all times, participants share in the responsibility for their own and the group's well-being;
- **if participant is using, renting or purchasing new or used equipment from Wilderness Adventures, the equipment comes "AS-IS," and Wilderness Adventures disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment;**
- Wilderness Adventures contracts with independent contractors (not their employees or agents) to provide many of the services and activities participants will engage in. Wilderness Adventures does not supervise or control these contractors and is not legally liable or responsible for their conduct;

- Participant is voluntarily participating with knowledge of the risks. Therefore, participant and parent assume and accept full responsibility for the inherent risks, and any other risks - whether or not inherent - of the activities (known or unknown, identified or not), and for any injury, damage, death or other loss suffered by participant (and parent) resulting from the risks, including the risk of participant's own negligence or other misconduct; and further agree to assume and accept any increased risks to the participant, parent or others related to participant's participation in Wilderness Adventures' programming in the midst or wake of the COVID-19 Pandemic.

RELEASE & INDEMNITY AGREEMENT:

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, and parent for myself and, if my child is a minor, for and on behalf of my participating child) agree:

1) to release and agree not to sue Wilderness Adventures (as more fully defined, above), with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the Program and/or activities. I understand I agree here to waive all claim/s I or my child may have against Wilderness Adventures, bind my/my child's estate and any family member/heir/other party bringing claim/s, and agree that neither I, my child nor anyone acting on my or my child's behalf, will make a claim against Wilderness Adventures as a result of any injury, damage, death or other loss suffered by me or my child;

2) to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) Wilderness Adventures, with respect to any and all claim/s brought by or on behalf of me, my participating child, my spouse, my/my child's other family member/s, heir/s or estate, a co-participant or any other person or entity for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the Program and/or activities. This includes but is not limited to any claim/s brought by a medical care provider, insurer, or other third party as a result of medical or other care or services provided to the participant before, during or after the Program and/or activities, including transportation and evacuation costs.

This Release and Indemnity Agreement includes claim/s of or resulting from Wilderness Adventures' negligence (but not its willful and wanton misconduct) and includes claim/s for personal injury or wrongful death (including but not limited to claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, breach of contract or any other claim.

OTHER PROVISIONS: I (participant and parent) agree:

- Wyoming substantive law (without regard to its conflict of laws rules) governs this Document, any dispute participant or parent have with Wilderness Adventures and all other aspects of participant's or parent's relationship with Wilderness Adventures, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only in Teton County, Wyoming, which shall be the sole jurisdiction and venue for any such proceeding. I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Wyoming mediator;
- I authorize Wilderness Adventures staff and/or other medical personnel to obtain or provide routine or emergency medical care for participant, to transport participant to a medical facility, and/or to provide treatment they consider necessary for participant's health. I agree to the release (to or by Wilderness Adventures) of any records necessary for treatment, referral, billing or insurance purposes. I agree that Wilderness Adventures has no responsibility for medical care provided to participant, and agree to pay all costs associated with that care and transportation, including medical and/or evacuation costs;
- Wilderness Adventures reserves the right to dismiss any participant if a staff member believes, in their sole discretion, that participant presents a safety concern or medical risk, is disruptive or otherwise conducts themselves in a manner detrimental to the Program or activities. If participant is dismissed or departs for any reason, the participant and parent are responsible for all costs of this early departure;
- I (parent) agree that if my status as a minor's parent is challenged or found invalid at any point, I agree to release, not to sue, indemnify and defend Wilderness Adventures to the fullest extent allowed by law and per the provisions of this Document, just as if I were the child's legal parent;
- Adult participant or parent of a minor is fully responsible for participant during travel time to and from their in-country destination and/or a designated Wilderness Adventures meeting point in the U.S. or another country;
- This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any part of this Document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remainder, and those remaining provisions shall continue in full force and effect.

Participant and parent each agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and participant's/parent's other family members, heirs, executors, representatives, subrogees, assigns and estate. The participant and one parent must sign this Document.

I understand my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of this Document.

Participant Signature /Date /Print name here /birthdate

Parent/Guardian Signature /Date /Print name here