

EXPEDITION OLD GROWTH, LLC
RELEASE OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNIFICATION AGREEMENT

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS: READ IT CAREFULLY BEFORE SIGNING.

1. ACTIVITY AND ASSOCIATED RISKS: I have chosen to participate in outdoor tree climbing and related activities (herein referred to as the Activity) which is being conducted in part or wholly by Expedition Old Growth, LLC (herein referred to as EOG). I understand that the Activity is inherently hazardous, and I may be exposed to dangers and hazards by participating in the Activity which may include death, permanent paralysis or other disability, concussions or other head injuries, broken bones, muscle or tendon injuries, nerve damage, and other injuries including emotional trauma.

I acknowledge that the nature and extent of the risks and hazards inherent in the Activity include, but are not limited to, injuries or death resulting from:

- Falling from trees and hitting the ground or obstacles;
- Equipment failures or malfunction of my own or others equipment;
- Rope entanglement, rescue or emergency activities, suspension trauma, and other injuries resulting from contact with trees or equipment;
- Falling climbers or falling or dropped items, including, but not limited to, ropes, climbing hardware, tree limbs or other debris;
- Improperly placed or faulty climbing protection, improperly tied knots, improperly buckled harnesses, failure to wear a climbing helmet or improper rope techniques;
- Exposure to outdoor elements, including but not limited to avalanche, rock fall, lightning, severe winds, extreme temperature and other weather conditions;
- Bites or exposure to plants, insects, reptiles or animals, including, but not limited to, poisonous plants, snakes, or insects, and allergic reactions;
- My own negligence or the negligence of others, including operator error of employees, agents, independent contractors, or representative of EOG, other participants, spectators and volunteers; and
- My own and others personal physical and mental limits, including fatigue, chill and/or dizziness, weakness, impaired coordination or balance including due to altitude.

I acknowledge that the above list of injuries, dangers, hazards, and risks are not inclusive of all possible risks associated with the Activity and that other unknown and unanticipated risks may result in injury, illness or death.

2. ASSUMPTION OF THE RISKS. I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of the Activity and any harm, injury, or loss that may occur to me or to my property as a result of my participation in the Activity or during any transportation to or from the Activity including to the fullest extent permitted by law any injury or loss caused by the negligence of EOG, its employees, agents and officers, its contractors, and other Activity participants including without limitation spectators and volunteers. I acknowledge that hospital facilities, qualified medical care, and medical evacuation may be limited by local conditions and that EOG assumes no responsibility for providing medical care during the Activity, and I will have to pay for any medical care and/or evacuation that I incur.

3. RELEASE OF LIABILITY: I hereby **RELEASE EOG**, its employees, agents, officers, and contractors, the providers of any equipment used in the Activity, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (the Released Parties) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, AND DEMANDS that arise in any way from any injury, death, loss, or harm that occur to me** or to any other person or to any property during the Activity or in any way related to the

Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims that applicable law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss, or harm that occurs during the Activity or are related in any way to the Activity.

4. INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE: I promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney s fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. DECLARATION OF FITNESS. I declare that I am physically fit and that I have no physical or mental condition(s) that preclude me from participating in the Activity and that I am not participating in the Activity against medical advice. I promise that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of Activity that I will promptly notify a representative of EOG at the site of the Activity.

6. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by applicable law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

7. ATTORNEY S FEES: In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney s fees and costs of the parties seeking to uphold the agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS **RELEASE** HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITY.

Signature of Participant:

Date:

Name Printed:

Date of birth:

If participant is a minor, signature of parent or responsible adult is required. See page 3.

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties** (defined in Section 3) **from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child** during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties to the full extent permitted by law.

Parent/Responsible Adult Signature : _____

Name Printed: _____

Relationship: _____ Date: _____