

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

For Participant and Parent or Legal Guardian

INTRODUCTION: Please read this entire Acknowledgement 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.

PLEASE NOTE: Because of the unforeseen and unprecedented nature of COVID-19, Wilderness Adventures was forced to create new and altered programming for 2021 and alter its registration, risk management and emergency response policies. Wilderness Adventures includes important information here, such as identifying some of the risks of COVID-19 in its programming environment. I agree below to commit to and honor Wilderness Adventures' policies, including those related to 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.

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:

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; 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 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; 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 various judgments and decisions in a variety of environments that are, by their nature, imprecise and subject to error. Risks include that the participant or a co-participant, staff member, contractor or other person may misjudge the participant's (or other's) capabilities, health or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, terrain, water conditions or route location.

U.S. or international travel. Travel can involve unique risks, such as political unrest, terrorism, contact with unusual diseases, 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. Participant (and the parent of a minor) is responsible for conducting his or her 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 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 mental, physical (including fitness level) or emotional condition. **NOTE:** There are risks associated with participant's 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 (virus) and/or COVID-19 (resulting disease) or other disease, virus or bacteria before, during or after the activities 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 activity. Risks include that a participant may overestimate his or her 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 negotiate steep, uneven or difficult terrain; not control his or her speed or experience equipment malfunction.

Geographic location. Activities may take place in remote locations, several hours or up to a day from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Medical facilities may be primitive, inadequate or inaccessible. Additional delays can result if circumstances require transport from a foreign country back to the U.S. for medical care. Staff or others may or may not have access to wireless communication devices (including cell or SAT phones); nevertheless, use of these devices in any location is unreliable and inconsistent.

Equipment. Risks include that equipment used in an activity may be misused, may not fit, or may break, fail or malfunction. This includes participant's personal equipment, Wilderness Adventures' equipment or other equipment (whether purchased, borrowed or rented). Participant assumes full responsibility, along with the parent of a minor, for choosing appropriate personal equipment, and for the fit and condition of their equipment. Wilderness Adventures staff or its contractors may recommend or require safety equipment 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. The risk of 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 natural or primitive settings. Food or water is also provided by vendors, contractors, host families or public restaurants with risks of contamination or allergic reaction. Camp sites may be subject to 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, its contractors, 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 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 new policies developed in light of COVID-19, identified in Responsible Together: Wilderness Adventures In Covid-19 - Our Disclosure and Parent & Participant Commitment, 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 borrowing, 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;**

