

Wildtender, LLC

AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY

Please read this contract carefully.

It releases Wildtender, LLC from liability and waives certain rights.

In consideration of being permitted to participate in an outdoor program facilitated by Wildtender, LLC (“Wildtender”), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant’s behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

1. Acknowledgement of Dangers and Risks: I understand, acknowledge, and agree that participating in an outdoor program with Wildtender, which experience may entail various activities including but not limited to hiking, camping, backpacking, and instruction (hereinafter the “Activities”), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activities involves certain inherent dangers and risks that cannot be eliminated or controlled by Wildtender, the presence of which are integral to the adventurous nature of the Activities. I understand and agree that the following list of inherent dangers and risks that could cause physical or emotional injury or death is not exhaustive – there are many other dangers or risks associated with the Activities not listed below: rough trail; river crossings; falling into water; water immersion including drowning; exposure to drop-offs or cliffs; slipping, tripping or falling; unmarked or obscured hazards in the outdoor environment; instructor error or lapse in instructor judgment; allergen exposure; exposure to poisonous plants; exposure to dangerous wildlife or insects, including bee or wasp stings, tick bites, and snake bites; falling trees, rocks, or other objects; moving objects associated with extreme weather; changing weather, wind, hail, rain, lightning, and other adverse weather conditions; poor or varying visibility; temperature fluctuations; high altitude; extreme or partial darkness; wildfire or uncontrolled camp fire and associated smoke; burns or burning associated with cook stoves, hot surfaces and sun exposure; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens (including but not limited to contraction of COVID-19); cooking related dangers; exposure to food allergens; landslides; rock-fall; mudslides; all manner of outdoor injuries including head injury, spinal injury, broken bones, burns, internal injury, sickness or disease; hypothermia, frostbite, sunburn, heatstroke, dehydration, hyponatremia, and high altitude injury; mentally or physically unstable or criminal participants; negligence by other participants; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles or aircraft; all commonly understood risks of riding in a motor vehicle, including on backcountry roads; failure or lack of communication equipment; Participant’s failure to estimate and operate within Participant’s experience; Participant’s failure to understand and comply with instructions; and mental, physical, or emotional injury or distress from exposure to the inherent risks listed herein. I understand that Wildtender has done its best to list the known risks of participating in the Activities, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activities.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activities despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activities. I

recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activities. I expressly acknowledge and assume all inherent risks, dangers, and consequences of the Activities, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

3. Participant's Responsibilities and Representations: I represent that I am physically and mentally capable of participating in the Activities. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all instructions at all times while engaging in the Activities. Further, I represent that I have had the opportunity to both independently research and discuss with Wildtender the risks of participating in the Activities and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activities. I understand that I am responsible for truthfully disclosing and notifying Wildtender of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full and sole responsibility to consult my physician to determine whether my participation in the Activities is appropriate; and for managing and treating any mental or physical conditions to prevent injury to myself or others. I am not relying on any prior oral, written, or visual representations made by Wildtender, including in any website or promotional materials, to induce me to participate in the Activities.

4. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for Wildtender's agreement to allow the Participant to participate in the Activities, **I HEREBY AGREE NOT TO SUE WILDTENDER, LLC**, its affiliated companies and subsidiaries, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, contractors, employees, volunteers, representatives, assignees, officers, directors, members, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not including gross negligence or intentional conduct).

5. Agreement to Indemnify: I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against released parties, undersigned will be required to pay back to the released parties all sums of money incurred by, or paid by or on behalf of, any of the released parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

6. Medical Authorization: I hereby: 1) authorize the Released Party to undertake any emergency medical care for me; 2) authorize the Released Party and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold the Released Party harmless from any claims associated with such medical care and/or related transportation.

7. Application of Agreement to Minor Participants: In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a **legal** parent or guardian of the minor Participant.

8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

9. Agreement to Application of California Law and Selection of Forum: I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by California law, and that the exclusive jurisdiction for any claim shall be in the Monterey County, California Superior Court, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

10. Miscellaneous Provisions: If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by Wildtender during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that Wildtender is not in a joint venture with any such vendor or subcontractor.

I HAVE CAREFULLY READ THE FOREGOING TWO-PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.

Signature

Printed Full Name

Date