



ACKNOWLEDGMENT OF RISK, RELEASE, and WAIVER (“WAIVER”)

Please read this Waiver carefully. Any and all observers and/or participants of Adventure Experiences, LLC (DBA AEI Base Camp and AEI Outfitter) (“AEP”) activities (collectively, “Participants”) must sign this Waiver. In the case of a minor Participant (any person under 18 years of age) (“Minor”), the Minor **and** his/her Parent or Guardian (collectively, “Parent”) must both sign this Waiver for the Minor. In such a case, “I” refers to both the Minor and the Parent. Where a Parent signs on behalf of a Minor, the Parent does so on their personal behalf and on behalf of the Minor. Additionally, the Parent must also sign their own separate Waiver.

Agreement to Participate: Including Assumption of Risks and Agreements of Release and Indemnity

In consideration of being allowed to stay on the AEI premises in Almont, Colorado (“Property”); participating in a trip organized and conducted by AEI or its partners (“Trip”) including, but not limited to, a hunting or fishing expedition (“Hunt”); participating in a Trip, Hunt, or any other physical activity in association with AEI regardless of location (collectively, “AEI Activities”); and/or observing any AEI Activities, I acknowledge that I have read and understand each term included in this Waiver. I agree to all such terms as evidenced by my signature below.

To begin with, I understand that I am waiving certain rights. And, by waiving such rights, I am relinquishing them such that I cannot exercise or use such rights in the future. I will not be able to sue AEI for injuries to my person or property on the Property or arising from either my participation in or observation of AEI Activities.

The adventure experience in which I will participate may include hunting, backpacking, camping, orienteering, hiking, rafting, kayaking, paddle boarding, challenge course activities (a network of cables, ropes, swings and platforms, as high as 50 feet off the ground, over which I may walk and swing, with or without the assistance of other persons), rock climbing, fly fishing, horseback riding, outdoor games, and other activities. These activities involve risks and hazards including, among others, those associated with traveling and camping in mountainous terrain; exposure to the natural elements, which may include heat, extreme cold and altitude, snow, sleet and rain, falling rocks and timber; river or water crossings; being shot or struck by flying debris, including (without limitation) as the result of the intentional or accidental discharge of a firearm, bow and arrow, or crossbow, or the malfunction of any weapon; accidents arising from fishing in streams, lakes, and other bodies of water, including boating accidents, loss of footing while wading or fishing from shore, cold water immersion and drowning, and injuries caused by fish hooks and other implements; dependence on other participants and staff; contracting a disease, virus, or illness from AEI staff and or other clients or visitors; accidents or illness in remote places which may be many hours or days away from medical facilities; accidents associated with travel, whether by air, train, boat, ATV, horse, automobile, or other form; the carelessness of other participants and staff; and the failure of equipment. These and other risks and hazards are inherent in AEI Activities and cannot be eliminated without significantly changing the nature of the activities. I understand that these and other hazards and risks may result in personal injury, including, but not limited to, falls, abrasions, sprains, breaks, cold water immersion, puncture and other wounds, other emotional and physical injuries, and, in extreme cases, even death, including by drowning. These and other hazards and risks may also result in loss or damage to personal property.

It is my responsibility, and mine only, to determine my suitability, medical or otherwise, for participation in AEI activities. This includes determining whether I have any medical reason preventing or that should prevent my participation in any AEI Activity. I acknowledge that AEI and all of its representatives are in no position to determine whether I am capable to participate in any specific AEI Activity. For a Minor, the Parent must make this final determination after consulting with the Minor. The responsibility for this determination remains with the Parent.

I represent that I have no medical or emotional conditions which may adversely affect my participation in this adventure experience, or which may cause me to be a danger to myself or others. I have listed on the Health History Form provided by AEI any and all medical conditions of which I believe AEI should be aware. I understand that it is my responsibility, and mine only, to determine my suitability, medical or otherwise, for participation in the activities. For a minor Participant, the Parent must make this final determination after consulting with the minor Participant. The responsibility for this determination and its accuracy remains with the Parent.

Understanding the foregoing, I represent that I am completely healthy (both physically and emotionally) and capable of participating in any AEI Activities. I further represent that I have no medical or emotional conditions which may adversely affect my participation in any Hunt, Trip, or other AEI Activities, or which may cause me to be a danger to myself or others. I have listed on

the AEI Health History Form any and all medical conditions of which I believe AEI should be aware. I understand my participation in any AEI Activity is completely voluntary and based on my decision to do so. I also understand that I may choose not to participate at any time, subject to potential additional expenses for premature extraction from an off-site Hunt, Trip, or other AEI Activity.

Acknowledgment and Assumption of All Risks

The Hunt, by its nature, involves dangerous activities. I assume all risks of being present on the Property as well as observing and/or participating in AEI Activities including, but not limited to, the Hunt. This assumption of the risks include all activities on the Property, coordinated and/or operated by AEI, and/or otherwise related to AEI, whether inherent or otherwise, and whether or not specifically described herein.

Agreements of Release and Indemnity

Again, I understand that the Hunt, by its nature, involves dangerous activities. I agree to release and hold harmless AEI as well as its shareholders, directors, officers, employees, agents, contractors, strategic partners, and any other party associated with AEI (“AEI Parties”), individually and collectively, from any and all claims which I may now have or acquire in the future, **including claims of negligence**, as a result of or arising from my presence on the Property; enrollment or participation in the Hunt (regardless of location) and/or any other guided or unguided AEI Activities; the use of any weapons; and/or, observation of any AEI Activities. This Release does not extend to gross negligence or intentional, willful, and/or wanton misconduct (whether by an act or omission).

I further agree to defend, protect, hold harmless, and indemnify any AEI Parties, individually and collectively, from any claim brought against AEI Parties by any third party including, but not limited to, rescuers, other participants in AEI Activities, members of my or the child’s family, and/or any other member of my party, arising from my conduct or that of anyone under my supervision while present on the Property and/or enrolled, observing, or participating in any AEI Activities or other activities, whether supervised or unsupervised, guided or unguided. This includes payment of any settlement, judgment, and/or all reasonable defense costs that include, but are not limited to, attorney’s fees, paralegal fees, costs, and expenses. Defense costs would be due as incurred.

Other

In the event of a dispute between me and any AEI Party, I agree to first engage in good faith efforts to mediate that dispute prior to filing any arbitration or litigation. Unless otherwise agreed in writing, any mediation or suit shall be filed and conducted only in Gunnison County, Colorado, and the laws of Colorado will apply to any such dispute.

In any lawsuit brought against AEI Parties by me, the prevailing party shall be awarded their legal fees including, but not limited to, attorney’s fees, paralegal fees, costs, and expenses, against the non-prevailing party.

Should any term of this Agreement be deemed unenforceable by a Court of competent authority, the remainder of the Agreement shall nevertheless remain in full force and effect. Further, a Court may modify any unenforceable term to make it enforceable.

In the event of an incident requiring medical attention, I authorize AEI to provide or obtain medical care for me and any Minor for whom I am signing. I further authorize AEI to exchange with any third-party medical care provider any and all relevant medical (eg any medical history or conditions) and personal information about me.

I agree that I will not consume or be under the influence of any chemical substance, including alcohol, during any AEI Activity. I agree to and shall follow all safety instructions.

I agree to allow AEI to use photographic or other images of me or the child for marketing or any other purpose deemed reasonable by AEI.

FOR THE PARENT: Where I, as a parent or guardian, sign on behalf of a Minor, I represent that (a) I read and discussed the foregoing statements and risks to the Minor; (b) the Minor understands the statements and risks; (c) the Minor agrees to each of the foregoing statements; and, (d) with this knowledge and understanding, the Minor wishes to participate. In the context of this Waiver, I understand that “I” in this context includes both me and the Minor. The Minor has signed below to reflect his or her understanding of the activities and risks, assumption of them, and desire to participate.

Name of Participant

Signature of Parent or Guardian of Minor Participant

Signature of the Participant

Date