

[ACTIVE VT LLC]

WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read this Waiver, Release and Assumption of Risk Agreement (“Agreement”) carefully. A parent/guardian must sign for minors (under 18 years of age).

Acknowledgment of Risk. I understand that during my participation in the outing with Active VT LLC (“Active VT”) which may include, but not be limited to hiking, running, biking, swimming (moving and still water), non-motorized boating (kayaks, canoes, stand up paddle boarding or river tubing), Nordic skiing, snow shoeing or sledding (collectively, the “Outing”), I may be exposed to a variety of hazards and risks, known or unknown, which are inherent in each Outing and cannot be eliminated without destroying the unique character of the Outing. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”). I acknowledge and understand that Injuries and Damages can occur by natural causes or activities of other persons, animals, outing participants, outing leaders or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in outings and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such potential hazards. I further understand that on this Outing there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

Waiver and Indemnification. In consideration for my acceptance as a participant on the Outing, and the services and amenities to be provided by Active VT in connection with the Outing, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY Active VT, its officers, managers, members, employees and agents from and against any and all claims, damages, or liability on account of, or in any way resulting from Injuries and Damages, even if caused by the negligence of Active VT, its officers, managers, members, employees and agents in any way connected with this Outing. I further agree to defend, indemnify and hold harmless Active VT, its officers, managers, members employees and agents from any claims, damages, injuries or losses caused by my own negligence while a participant on the Outing. I understand and intend that this Agreement is binding upon my heirs, executors, administrators and assigns.

Assumption of Risk. I have read this Agreement in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Outing.

Arbitration: I agree that any dispute concerning, relating, or referring to this Agreement, the Outing or any claims for Injuries and Damages, shall be resolved exclusively by binding arbitration. The binding arbitration shall take place in Burlington, Vermont, in accordance with the commercial arbitration rules of the American Arbitration Association before a single arbitrator selected by Active VT.

Knowing and Voluntary Execution: I have carefully read and understand the provisions and legal consequences of this Agreement, and I hereby agree to all of its conditions.

Governing Law; Severability: This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law. If any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature of Adult Participant

Name of Adult Participant

Date

Signature of Minor Participant's
Parent/Guardian

Name of Minor Participant's
Parent/Guardian

Date

Name of Minor Participant