

Wildtender, LLC

ACKNOWLEDGMENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This document affects your legal rights. Read BOTH PAGES carefully before signing.

In consideration of the permission to participate in the Activity (defined below), I agree to the terms contained in this Acknowledgment, Assumption of Risk, Release of Liability, and Indemnification Agreement ("Agreement").

1. ACKNOWLEDGMENT OF ACTIVITY AND ASSOCIATED RISKS: I have chosen to voluntarily participate in an activity conducted by Wildtender, LLC ("Wildtender"). This hiking, backpacking or camping activity will take place in rugged and remote wilderness environments under all weather conditions ("Activity").

I ACKNOWLEDGE that the Activity involves hiking through challenging, rugged and remote wilderness areas without any access to civilization, carrying my own supplies, and providing for my own primary needs of food, water, medicine and shelter. The Activity may include swimming in rivers, lakes, or the ocean in remote areas without Lifeguards. The Activity may also include wading through or crossing rivers on narrow bridges or logs.

I ACKNOWLEDGE that I must know my own capabilities and take full responsibility for not exceeding my limitation in the Activity. I take full responsibility for consulting healthcare professionals in evaluation of my mental and physical capabilities before participating in the Activity. I accept full responsibility for selecting the appropriate equipment and supplies for the Activity.

I ACKNOWLEDGE that the explicit purpose of the Activity is to directly and intimately experience remote wilderness which by its very nature means to face a variety of complex, inherent, and unpredictable challenges, hazards, and risks. As part of my participation in the Activity, I may be exposed to hazards and risks including but not limited to: transportation to and from hiking/wilderness areas, unmaintained or unimproved trails, uneven terrain, falls, falling rocks and debris, exposure to the elements including extreme heat and cold, bone fractures, dislocations, concussions, lacerations, impalements, dangerous weather, overexertion, overheating, injuries from my existing medical conditions or lack of fitness, dangerous river currents, hypothermia, hostile or disease-carrying wildlife or insects including ticks, poisonous spiders, poisonous or toxic plants, drowning, burns from stoves or open flames, equipment failures, emotional distress, negligence of others, and various other natural conditions or forces whose nature and effects cannot be foreseen. I also acknowledge the general risk I will face being in a remote region without means of rapid evacuation or emergency medical facilities or services. **As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries and my property may also be damaged. Wildtender assumes no responsibility for providing medical care during the Activity and I will pay all costs for any medical care and/or evacuation. I also understand hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during the Activity.**

I ACKNOWLEDGE that no specific benefits or results have been promised or assured me resulting from my participation in the Activity.

2. ASSUMPTION OF THE RISKS: I hereby freely assume the above-mentioned inherent risks and any other inherent or non-inherent risks, harm, injury, death, damage, or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of Wildtender, their employees, officers, contractors and/or other Activity participants. I also understand that any equipment that I provide or borrow from Wildtender, or any other provider I use at my own risk and that any such equipment is provided "AS IS" without any warranty about its

condition or suitability. I also understand that I assume full responsibility for any and all damages to my personal vehicle or property that may occur leading up to, after, and during the Activity, including but not limited to: break-in, theft, vandalism, damage from driving on rough terrain, and damage from falling branches or rocks.

3. RELEASE OF LIABILITY: I hereby **RELEASE WILDTENDER**, their employees, agents, contractors or volunteers (collectively "Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, AND DEMANDS** that arise in any way from any injury, death, loss, or harm that occurs to me, to any other person or to any property during the Activity, or in any way related to the Activity, or during any free time, including during transportation to and from the Activity. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injury, loss, or harm that occurs during or results from 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 release of liability and indemnification obligation, will be binding on my estate, and my personal or legal representatives, executors, heirs, distributees, guardians, or any other third parties will be obligated to respect and enforce them.

5. AGREEMENT TO FOLLOW DIRECTIONS: I agree to follow the instructions for the Activity provided to me and to follow directions given to me by the leaders of the Activity. I agree to abstain from consumption/use of alcohol, tobacco products, marijuana, and any illegal for the duration of the Activity.

6. SEVERABILITY: I agree that the purpose of this Agreement is that it shall be an enforceable agreement with a **RELEASE OF LIABILITY AND INDEMNITY** as broad and inclusive as is permitted by California and U.S. 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.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT.

I UNDERSTAND THAT BY SIGNING THIS FORM, I AM RELINQUISHING CERTAIN LEGAL RIGHTS.

I understand that my completion of this form is required prior to participating in the Activity, and that it serves as consideration from me to Wildtender, together with the fee that I have paid to Wildtender for the right to participate in the Activity.

I certify that, to the best of my knowledge, I am in good physical condition and can participate in the Activity without causing undue risk or harm to my health. I have confirmed this fact with my doctor/healthcare professional, and they have certified that I am healthy enough to be involved in the Activity.

I further certify that I have read this form carefully and understand its contents, and verify this statement by signing below.

Signature of Participant: _____ Date: _____

Name Printed: _____ Date of Birth: _____

Wildtender, LLC

LIKENESS RELEASE FORM

I, _____ (name), hereby grant Wildtender and their legal representatives and assigns (including but not limited to any photographer, agency, client, or publication), irrevocable permission to publish media (including but not limited to photographs, video, or sound recordings) of me taken during Wildtender affiliated activities including hikes, backpacking trips, and workshops.

These images may be published (in perpetuity) in any manner, including (but not limited to) websites, blog posts, advertisements, social media, and newsletters. Furthermore, I will hold harmless Wildtender and their legal representatives and assigns from any liability that may arise from use of aforementioned media. I waive any and all rights to approval of editing and changes that may be made to said media by Wildtender or their legal assignee (i.e. the photographer).

I affirm that I am 18 years of age or older, and competent to sign this release on my own behalf. I have read this release and fully understand its implications.

Name: _____

Address: _____

City: _____ State: _____ Postal Code: _____

Country: _____

Signature: _____

Date: _____