

EKTOS UNLIMITED

Waiver and Release

I enter into this Waiver and Release (Agreement) with EKTOS UNLIMITED (EKTOS) and I understand and acknowledge my participation in the Activities listed below including training and travel associated with such Activities is **INHERENTLY DANGEROUS**. I voluntarily assume all risks associated with these activities.

1. Activities covered by this Waiver and Release include:

a. Hiking, Backpacking, Climbing, Swimming, Fishing, Rock Climbing, Ice Climbing, Fishing, Water Related Activities, Caving, Camping, Cooking, Driving, Building, Flying, Snow/Winter Related Activities, Use of Sharp Objects, Use of Flammable Objects, Wilderness Medical and CPR Training.

2. Waiver and release of all claims (including negligence)

In consideration for participating in the Activities organized by EKTOS, I waive and release EKTOS, its consultants, principals, agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, and loss of services, on account of or in any way related to my participation in the Activities. This waiver and release is intended to and does release EKTOS from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and EKTOS's negligence, including but not limited to negligence in the use of its equipment, negligence in training or negligence in supervision. This is not intended to release EKTOS from any liability resulting from their intentional conduct.

I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to participating in any Activities. I understand and agree that it is my sole responsibility to obtain a doctor's approval.

I further covenant and agree not to institute any claims or legal action against EKTOS for any claim released by this Agreement. I further agree that should any claim be made against EKTOS in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) for any such claim and expenses including attorney's fees and costs incurred by in defending themselves or security indemnity hereunder.

I recognize the Activities may not supervised, and I choose to participate in such Activities entirely at my own risk.

3. I understand that EKTOS is not responsible for any lost, damaged or stolen valuables or property.

4. While participating in the Activities, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the activity by others.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue EKTOS, its consultants, principals, agents, servants, and employees, for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by EKTOS, will void and terminate this Agreement and may result in loss of the ability to participate in the Activities.

5. Media release

I hereby grant EKTOS full and complete permission to use project photographs, videography and interview footage and quotations from me in legitimate promotions and to further the mission and vision of EKTOS in any and all media now known or hereinafter developed without restriction or compensation.

Name (please print) _____

Signature _____ Date _____