

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

Please read this contract carefully. It releases SIERRA MOUNTAIN CENTER, LLC from liability and waives certain rights.

In consideration of being permitted to participate in an outdoor recreation experience with SIERRA MOUNTAIN CENTER, LLC (hereinafter "SMC"), 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 recreation experience facilitated by SMC, which may include hiking, backpacking, rock climbing, mountaineering, ice climbing, backcountry skiing, emergency training, and related transport by or with SMC (hereinafter collectively and individually the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated, altered, or controlled by SMC, the presence of which are integral to the adventurous nature of the Activity. I contractually agree that the following dangers and risks that could cause physical or emotional injury or death are inherent to the Activity, but that the list of inherent risks is not exhaustive – I understand and acknowledge that there are many other dangers or risks associated with the Activity not listed below:**

a) Risks associated with hiking, backpacking, rock climbing, mountaineering, ice climbing, backcountry skiing, and emergency training, including: slipping, tripping or falling; loss of balance; dizziness and/or vertigo; fatigue; slick or uneven walking surfaces; unmaintained or rough trail; variations in terrain; exposure to steep terrain; trail and ledge side drop offs; exposure to falls, including from heights; path and/or trail obstructions and other unmarked or obscured hazards in the outdoor environment; being struck by or striking objects; exposure to falling rock, ice, or other natural objects; exposure to falling manmade objects or climbing equipment (including tools, ice axes, crampons, ropes, or other objects); collisions with natural and man-made objects; existing, changing, or otherwise dangerous snow, ice, rock and/or trail conditions; dangerous climbing conditions or surfaces; surfaces covered with ice, snow, water, or other substances; pinching or tearing of limbs and digits; injury to hands and fingers; rope or webbing burns; rashes and abrasions from footwear, backpacks, harnesses, helmets, and climbing surfaces; severed rope or webbing due to contact with sharp edges, falling objects, or malfunction; exposure to unmaintained, naturally existing and artificial climbing and rappelling anchors, including trees, boulders, or other natural anchors, and "fixed" anchors such as bolts, pitons, threads, "v-threads," webbing, rope, or chain that may fail; injurious contact with or malfunction of snow sports equipment or bindings; unsafe speed of travel for conditions or experience; exposure to glacier travel and crevasses; avalanche; snow immersion, including falling into a tree well, and suffocation; difficulty with route finding and/or getting lost; lack of or inadequate shelter; high altitude and altitude sickness; inadequate acclimatization, difficulty breathing, and oxygen deprivation; enclosed tents and buildings and associated risk of carbon monoxide poisoning; poor or varying visibility; extreme temperatures; snow blindness; frostbite including damage to or loss of extremities; unsafe food and/or water; food and water supply shortage; exposure; exhaustion; high altitude pulmonary edema ("HAPE"), high altitude cerebral edema ("HACE"), brain damage, and ataxia (loss of coordination or balance); Participant's failure to appropriately use protective gear or clothing; Participant's failure to adequately place protective gear or equipment; failure of mountaineering equipment or clothing; Participant's failure to estimate and operate within Participant's experience; Participant's failure to understand and comply with instructions; lack of or poor judgment due to altitude; failure or lack of judgment or skill of guides or others to adequately set up, fix, and/or maintain routes; exposure to negligence or hazards created by other recreationists in the area of the Activity; and errors in guide judgment or lapses in guide skill;

b) Risks associated with transport in a motor vehicle, including: all commonly understood risks of riding in a vehicle including crashes and slipping, tripping or falling in or from vehicles; lack of restraint systems and jolting or jarring; risks associated with riding in a vehicle in remote terrain on backcountry or 4-wheel drive roads; and lapse in driver judgment or skill;

c) General risks associated with participating in the Activity with other participants and relying upon staff, including: slipping, tripping or falling; steep and/or rough trail and off-trail conditions; exposure to falling from steep terrain or cliff edges; irregular or obstructed footing; allergen exposure; exposure to various dangerous or diseased wildlife or insects, including but not limited to elk, bears, mountain lions, wolves, and bee, wasp, ant, spider, tick, bat, rodent, scorpion, venomous reptile or snake stings or bites; dangerous contact with domestic animals, including mules or other pack animals; exposure to dangerous or poisonous plants; water and land pollution and debris; falling trees, rocks, or other natural or manmade objects; moving objects associated with extreme weather; changing weather, dangerously cold and hot temperatures, wind, hail, snow, lightning, heavy rain, storms, and other adverse weather conditions; wildfire; flash flood; earthquake; landslides; rock-fall; mudslides; avalanche; dangerous water crossings; discharge of weapons in or near the area of Activity; wildfire or uncontrolled camp or kitchen fire; burns or burning associated with campfires, cook stoves, hot food and/or beverages, hot surfaces, and sun exposure; exposure to food allergens; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens; flying man-made objects such as gear or equipment; all manner of outdoor injuries or ailments including head or brain injury, spinal injury, paralysis, broken bones, burns, internal injury, sickness or disease; exacerbation of Participant's own health condition(s); hypothermia, sunburn, frostbite, heatstroke, dehydration, hyponatremia, and altitude sickness; physical or psychological shock or trauma; overexertion; strenuous activity; fatigue; dizziness or disorientation; lack of access to immediate medical care due to remote location; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with

rescue vehicles, boats, or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; lack of or inadequate shelter; getting lost; mentally or physically unstable, negligent or criminal trip participants; errors in guide or staff judgment or lapse in guide or staff skill; and mental, physical, or emotional injury or distress from exposure to any inherent risks associated with the Activity. I understand that SMC has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in section 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 Activity and acknowledge and agree that it is my sole responsibility to determine if any known or unknown health condition I may have could negatively impact my safety or health during the Activity. I understand the importance of all safety instructions given to me, whether in writing, visually, or verbally, and agree to follow all guide or staff instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with SMC the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I understand that I am responsible for truthfully disclosing and notifying SMC of any risk to me or other participants associated with my own mental or physical conditions. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume drugs or alcohol during the Activity, I will bear sole responsibility for myself and for any damages I may cause to SMC, its property or to other guests. I acknowledge and agree that any and all equipment provided by SMC (including ropes, harnesses, helmets, and other climbing gear), may malfunction, fail, not fit properly, or otherwise not function as intended. I acknowledge and agree that although a helmet, harness, or other safety equipment may be provided, this equipment is no guarantee of my safety, and such equipment may not protect me from all injuries, including the types of injuries that the safety equipment is designed to prevent. I further understand that not all conceivable safety equipment may be provided in all situations, and that I will provide any safety equipment I deem necessary or advisable for the activity. I agree that if I choose to use my own equipment (including my own rope, harness, helmet, or other climbing gear), that I am responsible for its use, condition, and maintenance. I acknowledge that, in order to preserve the wilderness experience, SMC may not carry or utilize satellite communications devices. I expressly agree that SMC shall have no duty to utilize communications technology of any kind, including satellite technology, and I expressly assume all risk associated with the lack of any such communications. I am not relying on any prior oral, written, or visual representations made by SMC, including in any website or promotional materials, to induce me to participate in the Activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

4. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for SMC's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE SIERRA MOUNTAIN CENTER, LLC**, its affiliated companies, parents, and subsidiaries, or any of their respective owners or managers, board members, volunteers, agents, employees, contractors, representatives, shareholders, officers, directors, private landowners over whose land I may travel or whose land I may incidentally occupy in order to participate in the Activity, affiliated organizations or companies, insurance carriers, successors in interest, and assignees (each hereinafter a "Released Party") for any property 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. The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this Activity. By signing this Agreement, 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, premises liability, and/or express or implied warranty claims, (but not gross negligence, recklessness, or willful misconduct).

5. Agreement to Indemnify: I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the undersigned Participant and/or a third party arising in whole or in part from Participant's participation in the Activity, including claims based on negligence or any other cause of action except gross negligence. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, including claims for negligence or any other cause of action except for gross negligence, undersigned will be required to pay back to each and every Released Party or Parties

all sums of money incurred by or paid by or on behalf of the Released Party or Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

6. Medical Authorization, Release, and Indemnification: I hereby a) authorize the Released Parties to undertake any emergency medical care for Participant; b) authorize any Released Parties and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; c) agree that, following Participant's transport to any such medical facility or hospital, the Released Parties shall not have any further responsibility for Participant; d) agree to pay all costs associated with the medical care and related transportation provided for the Participant; and e) shall indemnify and hold harmless (as set forth in section 5, above) any Released Party from any and all liability and/or 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 own behalf, but that I am 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 I 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 and authorized by law to execute a legally binding contract on behalf of the minor, and I will indemnify the Released Parties for any damage caused to them if this representation is false.

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, distributees, heirs, next of kin, executors, and personal representatives, and those of the minor Participant.

9. Agreement to Application of California Law and Selection of Forum: I agree that any and all claims directly or indirectly arising from or related to this Agreement, including any and all tort or contract claims 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 Superior Court of California, County of Inyo, 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: I agree that SMC may utilize my photograph or video of me participating in the Activity for any purpose, and that any such image is the property of SMC. If any sentence, clause, paragraph, or section of this Agreement is declared unenforceable, the remainder shall continue in full force and effect, and I expressly agree that I intend that it be admissible as evidence in any lawsuit arising out of my participation in the Activity. This Agreement can be modified only in writing, and it supersedes and replaces any prior 'Agreement to Assume All Risks' or 'Agreement to Assume All Risks; Release of Liability/ Agreement Not to Sue & to Indemnify' I have signed. 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 SMC during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that SMC is not in a joint venture with any such vendor or subcontractor. I agree that SMC is not a common carrier.

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

Signature

Printed Full Name

Date

If signing on behalf of a minor, printed full name of minor Participant: _____