

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

Please read this contract carefully.

It releases Dream Peak Guides Limited Liability Company from liability and waives certain rights.

In consideration of being permitted to participate in a climbing adventure trip facilitated by Dream Peak Guides Limited Liability Company Dream Peak Guides Climbing ("Dream Peak Guides"), 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 a climbing and hiking trip with Dream Peak Guides, which experience may entail various activities including, hiking, scrambling, rock climbing, indoor climbing walls, top roping, lead climbing, belaying, rappelling, bouldering, and anchor building (hereinafter the "Activities"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activities involves certain inherent dangers and risks that cannot be eliminated, mitigated or controlled by Dream Peak Guides, the presence of which are integral to the adventurous nature of the Activities. I understand and agree that the following list of inherent dangers and risks that could cause physical or emotional injury or death is not exhaustive – there are many other dangers or risks associated with the Activities not listed below: **1) Risks associated with indoor or outdoor rock climbing, including, top roping, lead climbing, belaying, rappelling, bouldering or anchor building:** exposure to falls, (including from heights); exposure to falling rock, wood/trees, climbing gear, or other objects; being struck by or striking objects; unstable or loose rock or other terrain; dangerous climbing conditions or surfaces; exposure to unmaintained, naturally existing and artificial climbing and rappelling anchors, including "fixed" anchors such as bolts, pitons, threads, webbing, rope or chain that may fail; errors in guide or instructor judgment or lapse in guide or instructor skill; rough or unmaintained trail; existing, changing, or otherwise dangerous rock and/or trail conditions; lack of shelter; and difficulty with route finding, including getting lost. **2) Risks associated with hiking,** including: slipping, tripping or falling; unmarked or obscured hazards in the outdoor environment; exposure to steep or cliff-side terrain; trail and ledge side drop offs; overstretching or over-exertion; failure to understand or properly follow instructions; and instructor error or lapse in judgment. **3) General risks associated with being on an outdoor adventure trip,** including: allergen exposure; exposure to poisonous plants; exposure to various dangerous wildlife or insects, including bee or wasp stings, tick bites, and snake bites; falling trees, rocks, or other objects; moving objects associated with extreme weather; changing weather, wind, hail, lightning, and other adverse weather conditions; poor or varying visibility; temperature fluctuations; high altitude; extreme or partial darkness; wildfire or uncontrolled camp fire and associated smoke; burns or burning associated with campfires, cook stoves, hot surfaces and sun exposure; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens (including but not limited to contraction of COVID-19); cooking related dangers; exposure to food allergens; landslides; rock-fall; mudslides; all manner of outdoor injuries including head injury, spinal injury, broken bones, burns, internal injury, sickness or disease, hypothermia, frostbite, sunburn, heatstroke, dehydration, hyponatremia, and high altitude injury; mentally or physically unstable or criminal participants; negligence by other participants; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles or aircraft; failure or lack of communication equipment; equipment failure, malfunction, or failure to operate as intended; inadequate equipment; Participant's failure to appropriately use protective gear or clothing; Participant's failure to adequately place protective gear or equipment; Participant's failure to estimate and operate within Participant's experience; Participant's failure to understand and comply with instructions; other participants' negligence or equipment failure; and mental, physical, or emotional injury or distress from exposure to the inherent risks listed herein. I understand that Dream Peak Guides has done its best to list the known risks of participating in the Activities, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activities.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activities despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activities. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activities. I expressly acknowledge and assume all inherent risks, dangers, and consequences of the Activities, including but not limited to those risks, dangers, and consequences set forth in paragraph 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 Activities. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all instructions at all times while engaging in the Activities. Further, I represent that I have had the opportunity to both independently research and discuss with Dream Peak Guides the risks of participating in the Activities and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activities. I understand that if I provide my own equipment, I am responsible for its maintenance and use. I understand that I am responsible for truthfully disclosing and notifying Dream Peak Guides of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. 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 am not relying on any prior oral, written, or visual representations made by Dream Peak Guides, including in any website or promotional materials, to induce me to participate in the Activities.

4. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for Dream Peak Guides's agreement to allow the Participant to participate in the Activities, **I HEREBY AGREE NOT TO SUE Dream Peak Guides LIMITED LIABILITY COMPANY**, its affiliated companies and subsidiaries, or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, members, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment 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. By signing this Agreement Not to Sue, 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 and/or express or implied warranty (but not including gross negligence or intentional conduct).

5. Agreement to Indemnify: I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against released parties, undersigned will be required to pay back to the released parties all sums of money incurred by, or paid by or on behalf of, any of the released parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

6. Medical Authorization: I hereby: 1) authorize the Released Party to undertake any emergency medical care for me; 2) authorize the Released Party and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold the Released Party harmless from any 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 behalf, but that I am also 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 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.

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, subrogees, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

9. Agreement to Application of Pennsylvania Law and Selection of Forum: I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by Pennsylvania law, and that the exclusive jurisdiction for any claim shall be in the Court of Common Pleas of the State of Pennsylvania, County of Cumberland, 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 Dream Peak Guides may utilize my photograph, or video of me participating in the Activities for any purpose, and that any such image is the property of Dream Peak Guides. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. 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 HAVE CAREFULLY READ THE FOREGOING TWO-PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY 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: _____

