

Liability Waiver & Release Form

Gray Bearded Green Beret LLC Waiver

THE GRAY BEARDED GREEN BERET LLC LIABILITY WAIVER AND RELEASE FORM

YOU SHOULD READ THIS DOCUMENT (THIS “LIABILITY WAIVER”) FULLY AND CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. AGREEING TO THE TERMS OF THIS WAIVER IS A CONDITION OF ACCESS TO ACTIVITIES OF THE GRAY BEARDED GREEN BERET LLC AND TO THE FACILITIES WHERE ACTIVITIES MAY TAKE PLACE.

BY SIGNING THIS WAIVER, YOU SIGNIFY THAT: (1) YOU HAVE READ THIS WAIVER IN ITS ENTIRETY, (2) YOU UNDERSTAND THE RISKS INVOLVED IN THE ACTIVITY, AND (3) THE GRAY BEARDED GREEN BERET LLC WILL NOT BE LIABLE FOR YOUR OWN NEGLIGENCE OR THE NEGLIGENCE OF OTHER PARTICIPANTS AND/OR EMPLOYEES OR AGENTS OF THE GRAY BEARDED GREEN BERET LLC.

THIS LIABILITY WAIVER COVERS IMPORTANT LEGAL MATTERS INCLUDING: (I) ASSUMPTION OF ALL RISKS BY YOU, (II) CONSENT TO PARTICIPATE, (III) MEDICAL TREATMENT, (IV) WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS, (V) AN INDEMNITY BY YOU, AND (VI) A NAME AND LIKENESS WAIVER.

In consideration of my participation in the Activities (defined below) and intending to be legally bound hereby, I agree as follows:

I. Risks ofActivity.

1.1 Inherent and Additional Risks. By signing this Liability Waiver, I acknowledge that participating in learning wilderness survival skills (the “Activities”) is inherently dangerous, and I fully realize the risk and danger of participating in the Activities. These risks and dangers include the risk and danger of (i) PHYSICAL INJURY AND/OR DEATH; (ii) use of sharp cutting instruments, handling fire and flammable materials; (iii) minor injuries, such as scratches, bruises and sprains; (iv) major injuries, such as joint and back injuries, broken bones, dislocated shoulders, heart attacks, concussions, and lack of hydration; (v) catastrophic injuries, such as brain injury and paralysis; (vi) risks included in those caused by terrain, facilities, temperature, weather, health condition of participants, use of equipment, vehicular use and traveling to or from an event, actions of other people including other participants, volunteers, event officials, event monitors and producers of the event.

1.2 Equipment. I will inspect before use all equipment offered for use by The Gray Bearded Green Beret LLC and will exercise due care with such equipment, including handling fire and flammable materials, using a sharp knife, driving a vehicle and riding as a passenger in a vehicle, or other equipment (the “Equipment”) and ask questions of The Gray Bearded Green Beret LLC representatives and/or instructors if I do not fully understand how to use either the Equipment or the Facilities used by The Gray Bearded Green Beret LLC in connection with the Activities (the “Facilities”).

2. Release, Indemnification and Assumption of Risk.

2.1 Release. I HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND WILL NOT SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE GRAY BEARDED GREEN BERET LLC or any of its owners, officers, directors, employees or

agents (collectively "Released Parties") with respect to any and all claims and causes of action of any nature, whether currently known or unknown, that I may have or which could be asserted on my behalf in connection with my and/or another party's participation in the Activities (including use of the Equipment and the Facilities), including: (i) claims for any loss, damage, injury, illness, death, medical or other expense and/or property damage that I may suffer or that any other party may suffer, due to any cause whatsoever; and (ii) claims of negligence, breach of warranty, and/or breach of contract.

2.2 Indemnity. I HEREBY WILL HOLD HARMLESS AND INDEMNIFY HIGH SIERRA CONSULTING LLC, GRAY BEARDED GREEN BERET LLC, AND THE OTHER RELEASED PARTIES from any and all liability, cost, expense, or damage of any kind or nature whatsoever for any property damage or personal injury to any third party and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to my participation in the Activities (including use of the Equipment and the Facilities).

2.3 Assumption of Risk. I freely accept and fully assume responsibility for all dangers and risks related to my participation in the Activities (including use of the Equipment and the Facilities) and the possibility of personal injury, death, property damage or loss resulting therefrom. I acknowledge and understand that the description of the risks and dangers listed above is not complete and that participating in the Activity involves additional risks and dangers, which may include encounters with motor vehicles and equipment, limited access to and/or delay of medical attention, mental distress from participation in the Activities, and negligence of others. I understand that there are risks involved in the decision-making and conduct of the The Gray Bearded Green Beret LLC involved with the Activities, including the risk that an instructor may misjudge (i) my abilities or conditioning, (ii) weather, terrain, route selection, location, or (iii) some aspect of my mental, emotional or physical condition that may make all or a portion of the Activities inappropriate for me. I acknowledge that property loss, physical injury, and death are all possible from participation in the Activities (including use of the Equipment and the Facilities).

RECOGNIZING THE RISKS AND DANGERS, I UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF MY PARTICIPATION IN THE ACTIVITIES, INCLUDING USE OF THE EQUIPMENT AND FACILITIES, WHETHER OR NOT DESCRIBED IN THIS AGREEMENT, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

3. Digital Media. The Gray Bearded Green Beret LLC and its owner, and any third party authorized by such owner, shall have the right in connection with the Activities to film, videotape, photograph, record my voice and make any reproductions of my physical likeness and voice, and shall have irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including the exhibition or online use in the advertising, exploiting and publicizing of The Gray Bearded Green Beret LLC services.

4. Medical Care. In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in the Activities, including in use of the Equipment or Facilities, I authorize any emergency first aid, medication, and medical treatment deemed necessary by the attending personnel or any Gray Bearded Green Beret LLC representative. I acknowledge that any such emergency assistance or treatment may be rendered by persons with training or experience that may not be adequate for certain medical situations or the injuries sustained by me, and I waive any claim in respect thereof in accordance with Section 3 above. I expressly acknowledge that the Activities and the Facilities may be located far from medical facilities and that such distance may exacerbate any injury or

condition I sustain. I will pay all costs associated with such medical care and related transportation.

5. Agreement to Follow Rules and Directions of Gray Bearded Green Beret LLC and Facilities. While I participate in any Activities, I will follow all rules and conditions governing my participation and follow the lawful direction of staff and management of the Gray Bearded Green Beret LLC or of any Facility.

6. Hazards. If I observe any unusual hazard during my participation in any Activities, I will immediately remove myself from such hazard and bring such hazard to the immediate attention of staff present at the Activities or the Facilities. If I have any doubts as to such safety or suitability, I will not participate in the Activities or on that Facility and immediately remove myself from the perceived area of danger.

7. Binding Effect. This Liability Waiver shall be effective and binding upon my heirs, next of kin, executors, administrators, successors, and assigns.

8. Physical Condition. I am physically fit, have sufficiently prepared or trained for participation in the Activities, and have not been advised to not participate by a qualified medical professional. There are no health-related reasons or problems that preclude my participation in the Activities. I acknowledge that this Liability Waiver will be used by the event holders, sponsors, land owners and organizers of the Activities in which I may participate, and that it will govern my actions and responsibilities.

9. Miscellaneous. This Liability Waiver will be governed in all respects by the laws of the State of New York. The term "including" is used herein with the less than all-inclusive meaning commonly associated with "including without limitation" and "including but not limited to." Unless the context clearly indicates otherwise, (i) use of "or" shall be deemed to have the meaning commonly associated with "and/ or," (ii) reference to the singular or plural includes the other and (iii) reference to one gender includes both genders. IN WITNESS WHEREOF, the undersigned has signed this Liability Waiver below.

Gray Bearded Green Beret LLC Waiver: I understand that by signing this document it is legally binding. I have read and agree to the terms and agree to the terms set forth. INITIALS: _____

Participant Name: _____ Age: _____

Participant Signature: _____ Date: _____

A parent or guardian signature is required if the participant is under 18 years of age. By signing this WAIVER OF LIABILITY AND ASSUMPTION OF RISK on behalf of a minor, the undersigned parent or guardian is agreeing to be bound by the above conditions on behalf of him or herself and on behalf of the participant. All minors must be accompanied by their parent or legal guardian, and must never be left unattended during the course.

Parent or Legal Guardian Name: _____

Parent or Legal Guardian Signature: _____ Date: _____