Lifetime Adventures, LLC lifetimeadventures.us * 775 224-0363 kjohnson@lifetimeadventures.us

Enclosed is the annual information form and application. Please fill out completely and return.

LIABILITY RELEASE FORM

WITNESS THIS AGREEMENT this	day of	,20_	, by
and between the LIFETIME ADVENTURES, I	<u>LC</u> , hereinafter referred to as sometime		

(list all individuals who will be, participating and/or engaging in activities any and all programs related to lifetime Adventures and any of its affiliates, including riders, legal guardians, family members, friends, etc.)

This is an agreement and covenant to release Lifetime Adventures, LLC, NV. , and THEIR AGENTS, its board of directors, officers, employees, committees and volunteers from liability to the activity including, but not limited to any of the recreational and leisure activities or other related activities, volunteering, observation, use of facilities or equipment, or any other participation and its programs.

I hereby agree to the following

- 1. In consideration for my being allowed to participate in any and all recreational and leisure activities on LA, LLC property (s) vendors, I, for myself and my heirs, assigns, and personal representatives, do hereby covenant not to sue and do hereby release LA, LLC and its Board of Directors, officers, employees, committees, and volunteers from ALL the Liability and waivers any claims for damages arising from any cause whatsoever in that I assume all risk related to all activities referenced herein or in which I participate at or through LA, LLC, including property damage.
- 2. I hereby covenant to indemnify and hold LA, LLC and its Board of Directors, officers, employees, committees, and volunteers, or any other person harmless of damage or injury caused by participating in activities or myself due to my actions and/ or the actions of others while involved any leisure, or recreational activities described herein.
- 3. I understand that *ALL* physical equipment and facilities used in sports or leisure can contribute to an accident causing *injury or death*. I specifically assume for responsibility for such possibility.
- 4. I understand that any recreational sports come with the risk and could present extremely dangerous. There is a high probability that I may fall or otherwise have an accident that will injure me severely. I specifically assume full responsibility for such possibility.
- 5. I understand that if a lawsuit is taken against the Lifetime Adventures, LLC, NV., LA, LLC, and its Board of Directors, officers, employees, committees, and volunteers and prevail in that lawsuit and That I will pay all legal fees, court costs, and other litigation cost incurred by Lifetime

Adventures, LLC, its Board of Directors, officers, employees, committees, and volunteers, and in defending such a lawsuit.

ACKNOWLEDGEMENT OF RISKS OF ENGAGING IN PHYSICAL ACTIVITIES IN AND OUTDOORS

The undersigned acknowledges there are inherent risk associated with such activities as described below, and hereby expressly assume all risk associated with participating in such activities the inherent risk includes, but are not limited to: propensity of being attacked by wildlife which could result serious injuries and or death, any act of God, changing of weather conditions that can happen sudden and rapidly, flash floods, rock slides, mudslides, trees falling, struck by falling objects, lightning and forest fires caused by nature, or human activity. To behave in ways as such, broken bones, pulled muscles, serious head injuries, torn ligaments, that may result in an injury, harm or death to persons on or around them; the unpredictability that could be inherent reaction, related to such physical activities, even such harm due to attacks by wildlife. Certain hazards such as surfaces, subsurface, falling off cliffs, etc. conditions coalitions with others, and encounters with the wildlife; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as falling to maintain control over, and using safe practices environmental conditions, and acting within such participants ability. This also includes unguided adventures.

And though Lifetime Adventures, LLC may range and book lodging and etc, entertainment venues there are an inherited risks that participants, and or guests do to trip hazards, slip in tub or shower or do to negligence on the behalf of others that could cause serious injuries, and or even death.

Weather patterns can change quickly in the outdoor environment opposing immediately danger. All participants must rely on and their own ability to assess such conditions, including but not limited to, preplanning, checking weather conditions, bringing reasonable and proper gear for their activities. The decision to cancel such activities, may be made at least one hour before scheduled times, and up to 24 hours in advance.

The following guidelines will be used to determine whether to cancel, that day's activities. It is everyone's responsibility to assess their risk and, understand the conditions of the outdoor environment that one may encounter.

The following situations may cause the cancellation:

<u>Heat</u>

Temperatures above will be cause for cancellation.

<u>Wind</u>

High wind warnings, especially I'm above___ mph, including blowing dust warnings and blizzard warnings.

Flash Flood Warnings

Threat of flooding or a Flash Flood Warning issued by the National Weather Service (NWS) Park Rangers and Personnel.

<u>Thunderstorms</u>

Thunderstorms are typically short- lived events, however, pose great danger resulting in the lost of life, and property damage. Cancelled when thunder is audible, and lightening occurs within 5-10 seconds of thunder, or if NWS/ Park Services has issued a severe Thunderstorms warning.

<u>Rain</u>

Forecasted rainfall over.25 inches during a 2 hour period. Forecast for 20-50% (slight chance of rain to chance of rain) rain could make conditions very slippery an unsafe causing harm, or injury.

Winter Storm Warnings

Snow, Ice, Sleet and Hail Warnings-Forecasted duration is to be considered. Outside Temperatures below 45 degrees may be a reason for cancellation.

Lifetime Adventures, LLC considers safety <mark>as its</mark> first priority. Weather and driving conditions may vary greatly, so it is Lifetime Adventures, LLC <u>responsibility to determine if conditions</u> <u>are too dangerous for their specific situation.</u> Lifetime Adventures, LLC I <u>has</u> the rights to <u>reschedule, if permissible.</u>

Participants expressly releases Lifetime Adventures, LLC from any and all claims for personal injury or property damage, even if cause by negligence (if allowed by the law of the State) by lifetime Adventures, LLC or it's representatives, agents, or employer.

EXPRESS ASSUMPTION OF RICK AND RESPONSIBILTY

I expressly assume the risk and legal responsibility for injury, loss, or damage to me or my property that result from participating in recreational or any other activities offered by Lifetime Adventures, LLC. I agree to assume responsibility for the risks identified herein as well as those risks not specifically identified. I expressly assume full responsibility for property damage and personal injury or accidents of every type and degree including, but not limited to, sprains, torn muscles and/ or ligaments, fracture or broken bones, eye damage, cuts, scrapes, contusions, paralysis, neck and/or spinal injuries, shock and death, and any resulting expenses.

Warning

You are advised that there are inherent risks, including risk serious injury