

ADVENTURES IN GOOD COMPANY, INC.:
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT
For Adult Participants

INTRODUCTION. Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (“Document”) carefully before signing. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification obligations, and a surrender of certain legal rights. The Participant (“Participant”, “I” or “me”) must sign this Document upon booking a trip. In consideration of the services of Adventures in Good Company, Inc. (“AGC”) in allowing me to participate in an AGC Trip (“Trip”), I acknowledge and agree as follows:

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Participating in (whether attending, observing, actively participating or assisting with) AGC recreation or adventure activities (“Activities”) in the U.S. or in international locations includes risks. Activities, which may be conducted or led by AGC employees, contracted staff, or others, may include, but are not limited to: hiking and backpacking; canyoneering, trekking, mountaineering and peak ascents, zip lining and canopy tours (all of which may include use of ropes, harnesses or other technical gear); camping; outdoor cooking; road or mountain biking; cross country skiing, snowshoeing, dogsledding and other winter activities; whitewater rafting, kayaking, canoeing, stand-up paddle boarding and other boating; swimming, snorkeling, surfing, fishing and other water activities in oceans, rivers and other water bodies; horseback riding; use of pack animals (e.g., horses, llamas or other equines); safaris; sightseeing, cultural tours and travel in urban, rural, or remote areas; interactive games and other sporting activities; socializing; staying in hostels, lodges, tents, short-term rentals, mountain huts, hotels or other accommodations; use of any equipment, facilities or premises and transportation or travel (for example) in planes, boats, vans, jeeps, buses, or other vehicles or by bike, boat, foot, animal or other means. Activities may be scheduled or unscheduled, supervised or unsupervised and include Activities undertaken during Participant’s free or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (“Risks”) of Activities can cause injury, property damage, death or other loss to me or others, including my family. The following describes some, but not all of the inherent Risks:**

Outdoor Environment. Risks include travel in high-altitude (up to or above 14,000 feet), mountainous, wilderness, desert, canyon, glacial, rainforest, jungle or other terrain, both on and off trail. Travel may be subject to storms, including rain, lightning, snow or ice, hail, strong winds, hurricanes or other natural disasters; extremely hot, humid or cold weather or water; rapid and unpredictable weather changes; intense UV exposure; flooding or flash floods; mud, snow or rock slides, including avalanches; wildfire and associated smoke; fast moving oceans, rivers or other water bodies, including tides, waves, currents and whitewater; steep, exposed and rugged terrain; falling or slippery rocks, ice or snow chunks; boulder fields; falling or fallen timber; stinging, venomous or disease carrying animals, insects or microorganisms; poisonous plants; close and unpredictable contact with wild or domestic animals; and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible.

Water Activities. Participant may slip while entering or exiting a boat, fall overboard, be thrown into the water, or experience a boat or SUP flip, capsize, or collision. Other Risks include those associated with being submerged in deep, cold, or fast-moving water or whitewater, with or without the ability to swim, and being caught or trapped in or under obstacles or rigging.

Judgment. Guides or others, including Participant, must make judgments and decisions in a variety of environments that are, by their nature, imprecise and subject to error. Risks include that the Participant or a co-participant, employees, guides, contractor or other person may misjudge the Participant’s (or other’s) capabilities, health or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, terrain, water conditions or route location.

Travel. Travel can involve unique Risks, such as political unrest, terrorism, contact with unusual diseases, exposure to contaminated food or water, dangerous road or travel conditions, thievery, abduction, sexual or other abuse, and other Risks. Participant may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. Participant may encounter traffic, inattentive or reckless drivers, unfamiliar legal and cultural norms, language barriers, and the unpredictable nature of other people, none of which AGC can control or anticipate. Travel, both to and from the destination and to and from Activities, may be affected by sudden and changing federal, state, or local health or travel advisories or limitations such as, in the case of COVID-19 or other communicable disease, quarantine requirements, shelter-in-place orders, or otherwise. Although AGC considers current geo-political factors in choosing Trip locations, AGC staff and guides are not experts in assessing the likelihood of terrorist activity, political unrest, health threats, the need for vaccinations or other issues. Participant is responsible for conducting their own independent investigation through the U.S. State Department, Centers for Disease Control, World Health Organization, or other sources.

Personal Health. Participant’s mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in Activities includes Risks. Although AGC will review Participant’s submitted health information, AGC cannot anticipate or eliminate Risks or complications posed by Participant’s mental, physical (including fitness level), or emotional condition. Participant, whether or not in conjunction with their medical provider, should consider carefully whether the Activities are appropriate for them after reviewing the itinerary, activity level rating, AGC’s activity level descriptions, and other important Trip details. There are also health Risks associated with Participant’s contact with other people, spaces, and equipment, including the Risk of a participant, staff, guide, contractor, or other person’s carrying, being affected by, or contracting a communicable disease, virus, or bacteria before, during, or after the Trip and transmitting to others, including vulnerable populations. Participant assumes full responsibility for selecting trips and Activities that are suitable in light of their condition and abilities.

Physical Activity. A Participant may overestimate their abilities or fitness; be inattentive; lose control and trip, or fall or collide with or impact others, the ground, rocks, trees, or other hazards; not understand the functioning of (or misuse) equipment; fail to negotiate steep, uneven or difficult terrain; not control their speed or experience equipment malfunction.

Location. Activities may take place in remote locations, several hours or up to a day from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Medical facilities may be primitive, under-resourced, inadequate or inaccessible. Additional delays can result if circumstances require transport from a foreign country back to the U.S. for medical care. Although AGC guides or others may have access to wireless communication devices (including cell or SAT phones), use of these devices in any location is unreliable and inconsistent.

Equipment. Equipment used in Activities may be misused, not fit, break, fail or malfunction. This includes Participant’s personal equipment, AGC equipment, or other equipment (whether purchased, borrowed or rented). Participant assumes full responsibility for choosing appropriate personal equipment, and for the fit and condition of their equipment. AGC or its contractors may recommend or require safety equipment for some

Activities. Safety gear may prevent or lessen injuries in some instances; however, use of this gear is not a guarantee of safety, and injury can occur even with the use of safety gear.

Camping/Lodging. Participant may share rooms or space with unrelated parties and may experience a lack of privacy or security. Water contamination is possible in any setting. Food or beverages provided by guides, vendors, contractors, or restaurants may cause an allergic reaction, or food or water-borne illness. Gas explosion, scalding, or other burns associated with tending to, cooking over, or being near a stove or open fire, falling trees or branches, wildlife disturbances, and other hazards may occur at or near camping or lodging sites.

Free Time. Participants will have free or independent, unsupervised time before, during and after Activities.

Conduct. Risks associated with the Participant's interactions with other participants or third parties including any person's carelessness, recklessness, or other misconduct (malicious or otherwise), reliance on or interactions with AGC guides, staff, its contractors, or other known or unknown persons, including the possibility of inadvertent touching by - or unwanted sexual advances from – anyone. All Participants share in the responsibility for their own well-being.

These and other Risks may result in Participant: falling partway or falling to the ground or into the water; being struck by, colliding with or impacting objects, people, vehicles or the bottom of a water body; experiencing bicycle/vehicle/boat collision; capsizing or rollover; reacting to high altitudes, weather conditions, or increased exertion; becoming lost or disoriented; participating in an emergency evacuation; ingesting or inhaling smoke or other contaminants or pollutants; suffering gastro-intestinal complications or allergic reactions; being subjected to sexual harassment or assault; being exposed to, contracting or transmitting to others life-threatening human/animal/insect/other borne communicable or contagious diseases, such as, but not limited to, COVID-19, flu, and RSV; being emotionally triggered; or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, hyponatremia, drowning, anaphylaxis, high altitude sickness (i.e. high altitude pulmonary or cerebral edema), heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussion, sunburn or other burns, infections, illnesses, rashes, cuts, wounds or other injury, damage, death or loss.

I agree that I am voluntarily participating in Activities with knowledge of the Risks. Therefore, I assume and accept full responsibility for the inherent and any other Risks of the Activities (known or unknown, described above or otherwise), and for any injury, damage, death, or other loss suffered by me resulting from those Risks, including the risk of my own negligence or other misconduct.

I further acknowledge and agree:

- To review all materials received, complete all required forms, including the AGC Booking Terms & Conditions, abide by the terms of those documents, and obey all rules and other policies.
- AGC staff are available should I have further questions about the Activities, Risks or other issues.
- I am fully capable of participating in Activities without causing harm to myself or others.
- **If I am borrowing, renting or purchasing equipment from AGC, the equipment comes "AS-IS," and AGC disclaims all warranties, express or implied (including any warranties of merchantability or fitness for a particular purpose) with regard to the equipment.**
- AGC contracts with individuals/organizations that are independent contractors (not AGC employees or agents), including its guides, to provide many of the services and Activities participants will engage in during the Trip. AGC does not supervise or control these contractors and is not legally liable or responsible for their conduct.
- The information provided above or otherwise is not complete, other unknown or unanticipated Activities, Risks, and outcomes may exist, and AGC cannot assure Participant's safety or eliminate any of the Risks.
- I share in the responsibility for my own and the group's well-being at all times.

RELEASE & INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights.

- 1. I agree to Release and NOT SUE Adventures in Good Company, Inc. and its owners, officers, directors, employees, guides, agents, representatives, volunteers, affiliates, successors, and assigns, and any other affiliated person or entity (the "Released Parties"), with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (collectively, "Claims"), for any injury, damage, death or other loss in any way connected with my enrollment or participation in the Trip or Activities. I understand I agree here to waive all Claims I may have against the Released Parties, bind my estate and any family member/heir/other party bringing Claims, and agree that neither I, nor anyone acting on my behalf, will make a Claim against the Released Parties as a result of any injury, damage, death, or other loss suffered by me.**
- 2. I agree to DEFEND and INDEMNIFY ("indemnify" meaning protect by reimbursement or payment) the Released Parties, with respect to any and all Claims brought by or on behalf of me, my spouse, children or other family members or my heirs or estate, a co-participant or any other person or entity for any injury, damage, death or other loss in any way connected with my enrollment or participation in the Trip or Activities. This includes, but is not limited to, any Claims brought by a medical care provider, insurer, or other third party as a result of medical or other care or services provided to me, including transportation and evacuation costs.**

This Release and Indemnity Agreement includes Claims of or resulting from the Released Parties' negligence (but not any of their gross negligence or willful and wanton misconduct), and includes Claims for personal injury or wrongful death (including but not limited to Claims related to emergency, medical, drug or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other Claim.

NOTE REGARDING ACTIVITIES ON FEDERAL LANDS. Some U.S. federal land agencies may have restrictions, such as prohibiting service providers from seeking releases of liability for their own negligence when operating under permit on those federal lands. To the extent a court or arbitrator determines, as a matter of law, that these federal restrictions prohibit me from agreeing to any clause below, that clause will not be enforced.

Despite this provision, some agency officials may require a Participant to sign a separate Acknowledgment of Risk that repeats some of what appears in this Document. As a result, AGC may ask you to sign that form as well.

OTHER PROVISIONS

- Colorado substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute I have with the Released Parties and all other aspects of my relationship with the Released Parties, contractual or otherwise.
- Any lawsuit or other legal proceeding related to this Document must be filed or entered into exclusively in Larimer County, Colorado, which shall be the sole jurisdiction and venue for such proceeding. I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator.
- I authorize AGC staff, guides, and non-AGC medical personnel to obtain or provide routine or emergency medical care for me, to transport me to a medical facility, and to provide treatment they consider necessary for my health. I agree to the release (to or by AGC) of any records necessary for treatment, referral, billing or insurance purposes. I agree that AGC has no responsibility for medical care provided to me, and agree to pay all costs associated with that care and transportation, including any medical and evacuation costs.
- AGC reserves the right to dismiss any Participant if a guide or staff member believes, in their sole discretion, the Participant presents a safety concern or medical risk, is disruptive or otherwise conducts themselves in a manner detrimental to the Trip or Activities. If I am dismissed or depart early for any reason, I will be solely responsible for all costs of this early departure.
- I am fully responsible for myself during travel time to and from my destination in the U.S. or another country.
- **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any part of this Document is found to be unlawful or unenforceable, that finding shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.**

I have carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and legally binding upon me, my spouse, children and other family members, and upon my heirs, executors, representatives, subrogees, assigns and estate.

I, Participant, understand my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of this Document.

Participant Signature

Date

Print Name Here