

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

**INTRODUCTION:** Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, “Document”) carefully before signing. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights. The participant (hereafter “participant”, “I” or “me”) must sign this Document.

In consideration of the services of Adventures in Good Company, Inc. (also referred to in this Document as “AGC”) in allowing me to participate in an AGC Trip (hereafter “Trip”), I **acknowledge and agree as follows:**

**ACTIVITIES ON FEDERAL LANDS:** Some 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.

**ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:**

Participating in (whether attending, observing, actively participating or assisting with) AGC educational, instructional, recreation and/or adventure activities in the U.S. or in international locations includes risks. Activities, which may be conducted or led by AGC staff, contracted staff or others, may include, but are not limited to: hiking and backpacking; rock climbing, canyoneering, trekking, mountaineering and peak ascents, zip lining and canopy tours (all of which may include use of ropes, harnesses and/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, and swimming, snorkeling, surfing, fishing and other water activities in oceans, rivers and other water bodies; horseback riding; use of pack animals (e.g., horses or other equines, llamas); safaris; sightseeing, cultural tours and travel in urban, rural and/or remote areas; interactive games and other sporting activities; socializing; staying in hostels, lodges, tents, VRBOS, 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 and/or other vehicles or by bike, boat, foot, animal or other means (collectively referred to in this Document as “activities”). Activities may be scheduled or unscheduled, supervised or unsupervised and include activities undertaken during participant’s free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (sometimes collectively referred to in this Document as “risks”) of the activities can cause injury, property damage, death or other loss to me or others. 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 (geothermal), humid or cold weather or water and rapid and unpredictable weather changes; flash floods; mud, snow or rock slides, including avalanches; 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 and/or disease carrying animals (including marine 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 and weather is always unpredictable.

**Judgment and decision-making.** Staff or others, including participants, must make various 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, staff member, 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.

**U.S. or international 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 and other risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. **NOTE:** Although AGC staff consider current geo-political climates in choosing Trip locations, staff 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 her own independent investigation through the U.S. State Department, U.S. Centers for Disease Control, World Health Organization or other sources.

**Personal health and participation.** The 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 the 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. **Note:** AGC offers a rating system regarding its trips; however, these ratings are general and subjective and may not be accurate or consistent with a participant’s perceptions. Participant assumes full responsibility for selecting trips and activities that are suitable in light of their condition and abilities.

**Any recreation or physical activity.** Activities include frequent and repetitive use of the arms and legs, lifting, bending, walking, riding, carrying weight, balancing, climbing, descending and endurance. Risks include that a participant may overestimate her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with or impact others, the ground, rocks, trees or encounter other hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control her speed or experience equipment malfunction.

**Geographic 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, 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.

**City, town, or village environment.** Risks include theft, traffic/inattentive or reckless drivers, unfamiliar legal and cultural norms, language barriers and the unpredictable nature of other people with whom participants may come in contact, none of which AGC can control or anticipate.

**Equipment.** Risks include that equipment used in activities may be misused, may not fit, or may 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 this gear.

**Camping, group or community accommodations and travel.** Risks include sharing rooms or space with unrelated parties and lack of privacy and security; contaminated water in natural or primitive settings; food or water provided by vendors, contractors or public restaurants with risks of contamination or allergic reaction; gas explosion, scalding or other burns associated with tending to, cooking over or being near a stove or open fire; falling trees and/or branches, floods, wildlife disturbances, and other hazards at or near camping or lodging sites.

**Free time.** Participants will have free and/or independent, unsupervised time before, during and after activities.

**Participant conduct; interactions with people.** Risks associated with the participant's interactions with other participants or third parties including any person's carelessness or other misconduct, reliance on or interactions with AGC staff, its contractors or other known or unknown persons, including the possibility of inadvertent touching by - or unwanted sexual advances from - anyone.

**The inherent risks – and any other risks - may result in participants:** 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, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions; being subjected to sexual harassment or assault, being exposed to, contracting and/or transmitting to others life threatening human/animal/insect/other borne communicable and/or contagious diseases, 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, 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, concussions, sunburn or other burns, infections, illnesses, cuts, wounds or other injury, damage, death or loss.

**I further 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, the associated risks or other issues;
- I am fully capable of participating without causing harm to myself or others;
- **if participant is borrowing, renting or purchasing new/used equipment from AGC, the equipment comes "AS-IS," and AGC disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment;**
- AGC contracts with individuals/organizations that are independent contractors (not their employees or agents), including its guides, to provide many of the services and activities participants will engage in. 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; **at all times, participants share in the responsibility for their own and the group's well-being;**
- **I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for the inherent risks, and any other risks - whether or not inherent - of the activities (known or unknown, identified or not), 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.**

**RELEASE & INDEMNITY AGREEMENT:**

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

**1) to release and agree not to sue Adventures in Good Company, Inc. and its owners, officers, directors, employees, guides, agents and representatives and any other affiliated person/s or entity/s (hereafter individually and collectively the "Released Parties"),** with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with my enrollment or participation in the Trip and/or activities. **I understand I agree here to waive all claim/s I may have against AGC, bind my estate and any family member/heir/other party bringing claim/s, and agree that neither I, nor anyone acting on my behalf, will make a claim against AGC as a result of any injury, damage, death or other loss suffered by me;**

**2) to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **the Released Parties,** with respect to any and all claim/s brought by or on behalf of me, my spouse, children or other family member/s or my heir/s 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 and/or activities; including any claim/s 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 claim/s of or resulting from the Released Parties' negligence (but not any of their gross negligence or willful and wanton misconduct), and includes claim/s for personal injury or wrongful death (including but not limited to claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, breach of contract or any other claim.**

**OTHER PROVISIONS:**

**I agree:**

- 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, and agree that any lawsuit or other legal proceeding must be filed or entered into only (exclusively) in Larimer County, Colorado. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator;

- I authorize AGC staff or other medical personnel to obtain or provide routine or emergency medical care for me, to transport me to a medical facility, and/or 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 medical and/or evacuation costs;
- AGC reserves the right to dismiss any participant if a staff member believes, in her sole discretion, the participant presents a safety concern or medical risk, is disruptive or otherwise conducts herself in a manner detrimental to the Trip and/or activities. If participant is dismissed or departs for any reason, participant is responsible for all costs of this early departure;
- I am fully responsible for myself during travel time to and from my in-country destination and/or a designated AGC meeting point 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 deemed unlawful or unenforceable, it shall not affect the enforceability of the remainder, and those remaining provisions shall continue in full force and effect.**

**I agree:** 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 my heirs, executors, representatives, subrogees, assigns and estate. The participant must sign during registration.

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.