

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of EarthWays LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "EW-LLC"), I hereby agree to release, indemnify, and discharge EW-LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking, camping and backpacking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

2. Furthermore, I also acknowledge that participating in an EW-LLC program and gathering in a group may expose me to infectious diseases including but not limited to COVID-19 – also referred to as “the coronavirus” and most officially as “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”. My potential exposure to any infectious disease entails known and unanticipated risks that could result in physical or emotional injury and even death. Contracting any infectious disease may cause damage to myself, or to third parties. I understand that such risks simply cannot be entirely eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Becoming severely ill in remote areas that are far from definitive medical assistance. The closest medical facilities may not be able to effectively treat COVID-19 or other infectious diseases. Pre-existing medical conditions, both known and unknown to the guides, may increase the chances of injury or death. Despite efforts to screen all participants for signs or symptoms of infectious disease, both before and during an EW-LLC program, there is no way to ensure that all participants are free of infectious diseases before or while attending an EW-LLC program. EW-LLC will make good faith efforts to minimize the risk of transmission of COVID-19 or infectious diseases, but preventive measures undertaken by EW-LLC and its employees or contractors may be ineffective at preventing such transmission.

Furthermore, EW-LLC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless EW-LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of EW-LLC's equipment or facilities, **including any such claims which allege negligent acts or omissions of EW-LLC.**
5. Should EW-LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
7. In the event that I file a lawsuit against EW-LLC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against EW-LLC on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name)  
("Minor") being permitted by EW-LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless EW-LLC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Name of Parent or Guardian: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NAME AND DATES OF PROGRAM:** \_\_\_\_\_

