

ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF IMPORTANT LEGAL RIGHTS.

1. The person who is taking part in this Activity and signing this Agreement shall be referred to hereinafter as “Participant”. Participant agrees and understands that there are significant and unavoidable risks in any adventure, sport, or activity associated with the outdoors or wilderness (hereinafter “Activity”) and the use of related equipment.

2. In consideration for the services of I Choose Adventure LLC, d.b.a. Pacific Catalyst, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as the “Outfitter/Guide”), Participant agrees that by signing this Agreement, Participant is expressly **acknowledging and assuming all risks that may result in property damage, physical injury, including paralysis, traumatic brain injury, drowning, and/or death, including but not limited to:**

(a) waves, water flow, current, tidal action, or the wake of other craft; submerged, semi-submerged and overhanging objects; on board fires, falling overboard, collision with other watercraft and other objects (manmade or naturally occurring), capsizing, swamping, running aground or sinking of watercraft and resultant injury, hypothermia, or drowning - drowning risks may be reduced by wearing a fastened U.S.C.G. approved personal flotation device; (b) cold weather and heat related injuries and illnesses including hypothermia, frostbite, heat exhaustion, heat stroke, sun burn, and dehydration; (c) an “act of nature” which may include avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind and waves, temperature or other weather conditions; (d) river crossings, fording, portaging, loading on to or unloading from a variety of vehicles, craft, vessels, or animals, and/or travel to or from the activity which may involve flying in small aircraft and landing in unimproved areas; (e) risk associated with crossing, climbing or down climbing of rock, snow and/or ice - including risk of head injury which may be reduced – but not eliminated – by my choosing to provide and wear a UIAA approved helmet; (f) equipment failure and/or Outfitter/Guide error; (g) tripping, slipping, or falling; (h) attack by or encounter with bears, insects, or other animals; (i) accidents or illnesses occurring in remote places where there are no available medical facilities; (j) fatigue, chill and/or dizziness, which may diminish my reaction time and increase the risk of accident; (k) discharge of weapons; (l) food poisoning, allergic reactions, paralytic shellfish poisonings.

Participant acknowledges that these and other risks are inherent risks of the Activity and cannot be eliminated without changing the fundamental nature and unique characteristics of the Activity.

3. Participant acknowledges and understands that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably predicted by Participant and/or the Guide/Outfitter. By signing this Agreement, Participant recognizes that property loss, injury, serious injury, including paralysis and traumatic brain injury, drowning, and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE PARTICIPANT UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES TO PARTICIPATE IN AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Participant further acknowledges that engaging in this Activity requires a degree of skill and knowledge different than other, less risky activities. Participant must look after their own safety and others in their party, especially the safety of children in their care, custody, and control. The Outfitter/Guide has been made available to more fully explain to Participant the nature and physical demands of this Activity and the inherent risks, hazards, and dangers associated with this Activity.

5. Participant understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is Participant's intent that this Agreement shall be binding upon the estate, assignees, subrogors, beneficiaries, statutory beneficiaries, heirs, next of kin, spouses, executors and personal representatives of the Participant.

6. Participant agrees that they **WILL NOT SUE OR MAKE A CLAIM** against I Choose Adventure LLC, d.b.a. Pacific Catalyst, or any of its owners, employees, officers, agents, or subsidiaries ("Released Parties") for any loss, liability, injury or damage resulting from any cause, including negligence and breach of warranty, which arises out of their participation in the Activity and/or the participation of children in their care, custody, and control in the Activity.

7. Participant further **AGREES TO RELEASE, HOLD HARMLESS, DEFEND** and **INDEMNIFY/REIMBURSE** I Choose Adventure LLC, d.b.a. Pacific Catalyst, or any of its owners, employees, officers, agents, or subsidiaries, for any loss, liability, injury, damage, or expense including reasonable attorney fees and costs, which may arise out of their participation in the Activity and/or the participation of children in their care, custody, and control, including claims based on negligence and breach of warranty. This Agreement is also binding on any other person, including Participant's estate, family members, spouses, children, heirs, executors, beneficiaries, and statutory beneficiaries.

8. Participant further **AGREES TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims made by Participant, Participant's estate, family members, spouses, children, heirs, executors, beneficiaries, and statutory beneficiaries.

9. This Agreement shall be governed by the laws of the State of Washington without regard to choice of law rules, and that exclusive jurisdiction and venue shall be in the courts of Whatcom County, Washington.

I CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING IMPORTANT LEGAL RIGHTS. I HAVE NOT BEEN PRESSURED INTO SIGNING THIS AGREEMENT AND HAVE BEEN GIVEN AMPLE TIME TO READ IT.

Printed Name of Participant

Signature of Participant

Date