

**GUTMONKEY, INC.: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS
& RELEASE AND INDEMNITY AGREEMENT**

THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. All participants 12 years of age or older must sign this Document. For participants under 18 years of age (hereafter sometimes “minor” or “child”), one of the participant’s parents or legal guardians (hereafter collectively “parent”) must also sign. In consideration for participant being permitted to participate in the activities of GutMonkey, Inc., and its officers, directors, employees, agents, subcontractors, representatives, and volunteers, including its medical consultants and all other persons or entities affiliated with it (hereafter individually and collectively “GutMonkey”), I (participant and/or parent of a minor participant) acknowledge and agree as follows:

Acknowledgment and Assumption of Risks

Participating (whether simply attending, observing or actively participating) in GutMonkey educational, instructional, recreational and/or adventure activities include risks. These activities can take place in various locations. Activities which may be led by GutMonkey staff, subcontractors or others include, but may not be limited to: axe throwing, boating (including rafting, canoeing and sea kayaking); fishing; camping; running; hiking; experiential activities including a variety of games and group initiatives; canopy zipline tours as well as low and high challenge courses (systems which include poles, ropes, cables, ziplines, ladders, platforms, swings, climbing towers and other natural and manmade elements, over and on which participants move, with and without assistance from staff or other participants) and related equipment; a combination of training modalities that involve role-playing; socializing; games and activities; use of any equipment, facilities or premises; and transportation in vans, buses or other vehicles (collectively referred to in this Document as “Activities”). Activities may be scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during the participant’s free and/or independent time. **I acknowledge that the inherent and other risks, hazards, and dangers** (collectively referred to in this Document as “risks”) **of the Activities can cause injury, damage, death or other loss to the participant or others.** The parent of a minor gives permission for their child to participate in all Activities and agrees to discuss the nature of the Activities and risks with their child.

I UNDERSTAND THAT THE RISKS INCLUDE, WITHOUT LIMITATION:

1. Weather, environmental, and surface and subsurface conditions that are unpredictable and dangerous, including risks associated with lightning, snow or ice accumulation, high altitude conditions, fast moving rivers or other water bodies, falling or fallen timber, rockfall, icefall, steep or slippery terrain, electrical storms, mountain storms, rain, hail, sleet, unstable or loose rock, wild or domestic animals, stinging, venomous and/or disease carrying animals, insects or microorganisms, and other natural and manmade hazards and dangers;
2. Participant’s mental, physical or emotional condition (including use or abuse of alcohol or any prescription or nonprescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the Activities includes risks. Although GutMonkey will review participant’s submitted medical information, GutMonkey cannot anticipate or eliminate risks or complications posed by participant’s mental, physical (including fitness level) or emotional condition;
3. Risks associated with GutMonkey staff decision-making and judgments, which are often based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to error;
4. Risks from participating in a physically exerting activity such as engaging in repetitive arm and leg movements, bending, walking, twisting, pulling, lifting, running, jumping, climbing, and swinging;
5. Risks associated with any outdoor or athletic activity including that a participant may overestimate his or her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, or encounter other hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control his or her speed or experience equipment malfunction;

6. Risks associated with interactions with, and reliance on, other participants or unknown third parties, including the careless or reckless behavior of other people, the possibility of inadvertent touching, and personal disclosure and/or interaction with co-participants;
7. The unavailability of immediate and quality medical attention or rescue possibilities in an isolated and remote (more than one hour away from medical facilities) backcountry location, including the limited ability to communicate with rescue and medical personnel, and to transport or evacuate a participant from an incident location;
8. Risks associated with high and low challenge course elements and zip-lines which may be as high as 50 feet off the ground, including the possibility of falling a large distance, slipping, rope burns, pinches, jolts, splinters or swaying, colliding with other participants, and experiencing anxieties and fears associated with heights;
9. Risks associated with participants having free and/or independent time before, during and after Activities. At all times, all participants share in the responsibility for their own well being;
10. Risks of camping, including the risk of tending to, being near or cooking over an open fire or gas or propane stove that is subject to a gas explosion, scalding or other burns. Other risks include the risk of contaminated water in natural water sources, and the risk of falling trees and/or branches, floods, harsh and unpredictable weather, wildlife disturbances, and other hazards at a camp site;
11. The risk that equipment, gear, or structures (associated with ropes courses or otherwise) may be misused, may not fit, or may break, fail, or malfunction. This includes participant's personal equipment, GutMonkey equipment or structures, or other equipment (whether purchased, borrowed, or rented). Participants choosing to bring and use their personal equipment (including any safety gear), assume full responsibility (along with the parent of a minor), for choosing appropriate equipment and for the fit and condition of this equipment. GutMonkey requires use of helmets or other safety gear for some Activities. Safety gear may prevent or lessen injuries in some instances, but it is not a guarantee of safety, and injury can occur even with the use of this gear.

These risks can result in participants: falling partway or falling to the ground or into the water; being struck by, colliding with or impacting objects, people, animals or the bottom of a water body; experiencing vehicle collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastrointestinal complications or allergic reactions 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; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns; illnesses (including contracting animal/insect borne or contagious diseases); infections; cuts or wounds or other injury, damage, death or loss.

I (participant and/or parent of a minor participant) acknowledge and agree:

- To honestly and accurately complete all GutMonkey registration forms (including medical forms) and obey all rules and other policies;
- To disclose to GutMonkey representatives any mental, physical or emotional conditions or limitations which may affect participant's ability to participate, and represent that participant is fully capable of participating without harming him or herself or others;
- GutMonkey representatives are available should I have further questions about the Activities or the associated risks;
- GutMonkey contracts with individuals or organizations that are independent contractors (not employees or agents of GutMonkey) to provide or conduct some of the services and Activities participants will engage in. GutMonkey does not supervise or control these contractors and is not legally liable or responsible for their conduct;

- **The information provided above is not complete, other unknown or unanticipated activities, risks, and outcomes may exist, and GutMonkey cannot assure participant's safety or eliminate any of these risks;**
- **If participant is borrowing or renting new or used equipment from GutMonkey, the equipment comes "AS-IS," and GutMonkey disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) regarding the equipment;**
- **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent of a minor) assumes and accepts full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of the Activities and for any injury, damage, death or other loss suffered by participant (and parent of a minor), resulting from those risks, including the risk of participant's own negligence or other misconduct.**

Release and Indemnity Agreement

Please read carefully. This Acknowledgement and Assumption of Risks & Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent for myself and for and on behalf of my participating minor child) agree as follows:

1) To release and agree not to sue GutMonkey, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the Activities (hereafter collectively "claim" or "claim/s"). I understand I agree here to waive all claim/s I or my child may have against GutMonkey, legally bind my/my child's estate and any family member, heir, or other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against GutMonkey as a result of any injury, damage, death or other loss suffered by me or my child;

2) To defend and indemnify ("indemnify" meaning protect by reimbursement or payment) GutMonkey with respect to any and all claim/s brought by or on behalf of me, my participating child, spouse or other family member/s, my/my participating child's heirs or estate, or a co-participant or any other person, for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the Activities. This includes any and all claim/s which may be presented by a medical care provider, insurer, or other third party as a result of medical care provided to the participant before, during, or after the Activities, including transportation and evacuation costs.

This Release and Indemnity Agreement includes claim/s of or resulting from GutMonkey's negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment, or treatment), property damage, loss of consortium, breach of contract, or any other claim.

Other Provisions

I (participant and/or parent of a minor participant) acknowledge and agree:

I understand that GutMonkey reserves the right to dismiss the participant from a course if it believes, in its sole discretion, the participant presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the program OR the participant presents a safety, behavioral, medical or other concern. If the participant is dismissed or departs for any reason, I am solely responsible for all costs of early departure (including, but not limited to, travel expenses) whether for medical reasons, dismissal, personal emergencies, or otherwise.

I authorize GutMonkey and/or its agents, to photograph, film, record and/or otherwise capture the name, image, voice, written statement, photograph and/or visual likeness of me, my child and/or my other family members (collectively "images"), without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in

publications and/or for any informational, promotional or other use. These images are the sole property of GutMonkey and I waive any inspection or approval rights;

I authorize GutMonkey staff or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and/or to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by GutMonkey) of any records necessary for treatment, referral, billing or insurance purposes. I agree to pay all costs associated with any medical care and/or transportation, including medical and/or airlift evacuation and associated expenses.

I agree that Colorado substantive law (without regard to its “conflict of laws” rules) exclusively governs this Document, any dispute I/my child have with GutMonkey, and all other aspects of my/my child’s relationship with GutMonkey, contractual or otherwise. I also agree that any legal proceeding must be filed only in the state or federal court located in the County of Denver, Colorado, which will be the sole jurisdiction and venue for any legal proceeding relating to or arising out of the Activities, this Document or otherwise. Before filing a lawsuit, I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If a court or any other appropriate authority finds any portion of this Document to be invalid, all other portions of this Document will remain in full force and effect and binding upon the parties.**

Participant and/or parent of a minor participant 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, participating child and other children, and participant’s/parent’s other family members, heirs, executors, representatives, subrogees, assigns and estate. The participant must sign below. If participant is a minor (those under 18 years of age), one of the participant’s parents or legal guardians must also sign below.

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

I HAVE CAREFULLY READ, VOLUNTARILY SIGN, AND CLEARLY UNDERSTAND THIS DOCUMENT AND AGREE TO BE LEGALLY BOUND BY IT AS STATED ABOVE. ALL PARTICIPANTS 12 YEARS OF AGE OR OLDER MUST SIGN BELOW.

Participant Signature /Date /Print name here /Birthdate

Parent/Guardian Signature of minor participant /Date /Print name here