

WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A WAIVER OF LEGAL RIGHTS AND RELEASE OF LIABILITY. BY SIGNING BELOW, I AM AGREEING TO WAIVE RIGHTS AND TO RELEASE FROM LIABILITY 3 PEAKS PHOTOGRAPHY & DESIGN, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAVING AN ADDRESS OF 1136 DARBY STREET, COLORADO SPRINGS, CO 80907 ("COMPANY"). I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER.

RISKS: I acknowledge that outdoor photography tour activities ("**Activities**") have and will expose me to inherent risks, hazards, and dangers that cannot be anticipated, controlled or eliminated, particularly in an outdoor, to include wilderness, environment. **I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION ("Risks"):**

- Water hazards in being on, in or near bodies of water, including drowning;
- Hiking in rugged country;
- Photography, outdoor activity and other equipment may break, fail or malfunction, despite reasonable maintenance and use, some of the equipment may inflict injuries even when used as intended, and persons using equipment may lose control of the equipment and cause injury to themselves or others, whether or not such persons are participating in Activities with Company;
- Injuries from other persons, whether or not such persons are participating in Activities with Company;
- Encounters with wildlife, animals, fish and insects;
- Temperature extremes;
- Inclement and extreme weather conditions, including lightning;
- Company personnel, even though using their best judgment, may misjudge situations, circumstances, environmental conditions, a person's capabilities and the like relating to Activities;
- Transportation during the course of and to and from the site or sites of Activities;
- My riding in, using and/or operating or controlling, or the riding in, using and/or operating or controlling by others of a motor vehicle; and
- Unavailability of immediate medical attention, especially in the wilderness, in case of injury.

These are some, but not all, of the Risks inherent in Activities; a complete listing of inherent and other Risks is not possible.

ASSUMPTION OF RISK AND ACKNOWLEDGEMENT OF UNDERSTANDING: I understand and acknowledge that participation in Activities with Company has Risks and I am willing to assume the Risks. I understand that Activities may require altitude acclimation, good physical conditioning and a degree of skill and knowledge. I believe I have altitude acclimation, good physical conditioning and the degree of skill and knowledge necessary for me to engage in Activities safely. My participation in Activities with Company is purely voluntary, no one is forcing me to participate and I elect to participate in spite of the Risks. By signing this Release of Liability I agree to participate in Activities with Company with full understanding and

assumption of the Risks. **I EXPRESSLY ASSUME ALL OF THE RISKS AND DANGERS OF ACTIVITIES DESCRIBED HEREIN OR OTHERWISE EXISTING.**

RELEASE OF LIABILITY: In consideration for the privilege of participating in Activities with Company, **I HEREBY RELEASE** and hold harmless Company, its directors, officers, employees, members, volunteers, guides, contractors, other participants, and agents (collectively, the "**Released Parties**"), of and from any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all property damage, personal injury, and/or death arising out of my participation in Activities with the Released Parties, and hereby waive and release any claims, demands, losses, damages and liabilities I might have against the Released Parties as a result of my use and/or participation or the use/and or participation by others in Activities with the Released Parties.

Further, **I ALSO HEREBY WAIVE AND RELEASE** all claims, demands, losses, damages and liabilities I might have against any of the Released Parties as to any flaw, defect, or equipment failure or malfunction of any photography, outdoor activity or other equipment, whether or not my own, or motor vehicle, that I may ride in, operate, or use or that may be ridden in, operated or used by another person. I understand and agree that this release of liability extends to all equipment and accessories, whether or not my own, used in connection with Activities with the Released Parties.

THIS RELEASE OF LIABILITY INCLUDES, but is not limited to, any and all future claims, demands, obligations, actions, causes of action, debts, claims, rights, damages, costs, loss of service, expenses, controversies or compensation of any nature whatsoever, whether based on a negligence, tort, contract, strict liability or other theory of recovery, whether known or unknown, whether accrued, or not fully matured (yet to accrue), that I might have against any of the Released Parties, arising from or in any way growing out of, or which may be asserted on the basis of, all actual damages, property damages, all exemplary and punitive damages, loss of companionship and society, damages to familial relations, loss of inheritance, pain and mental anguish, and loss of wages which I may have in the future, as a result of my participating in Activities with the Released Parties, my riding in, using and/or operating or controlling, or the riding in, using and/or operating or controlling by others of a motor vehicle, and out of my participation or the participation of others in any activities involving Activities with the Released Parties or a motor vehicle.

I AGREE NOT TO SUE ANY OF THE RELEASED PARTIES in connection with any of the released claims,

demands, losses, damages and liabilities described above.

This Release of Liability shall be binding upon me, my family, my heirs, next of kin, legal representatives, beneficiaries, successors and assigns.

INDEMNIFICATION: I FURTHER AGREE TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES of and from any and all past, present and future claims, damages, costs, expenses, demands, debts, compensation, controversies, actions, causes of action, and judgments, legal fees and costs for investigation and preparation of defense of Released Parties, if any, stemming from any claims that have been, may have been, or might ever be asserted by a third party (defined as any party other than the Released Parties and me) making or claiming the right to make a derivative claim of me, any third party claiming to be a guardian, parent, child, beneficiary, or assign of me, or any other third party asserting a claim, as a result of any accrued or unaccrued claim or claims brought, or which could have been brought, arising out of my use or the use by others of a motor vehicle, and out of my participation or the participation of others in Activities with the Released Parties. This indemnification includes without limitation, any and all liens asserted by anyone, and any and all subrogation claims asserted by anyone against any Released Parties for payments made by them. I agree that I will secure releases on behalf of the Released Parties from any such persons asserting a lien of whatsoever nature within 90 days of the date thereof. This provision includes, but is not limited to, any lien or subrogation claim asserted by any entity that has provided compensation and medical benefits in the past, or may be required to provide such benefits in the future, including compensation and medical benefits required by any state or federal workers' compensation law.

GENERAL: In the event that any provision of this Release of Liability is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Release had been executed with the invalid provision eliminated. I understand and agree that this Release is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Colorado law without regard to its conflict of law provisions. I further agree and consent to the personal jurisdiction, subject matter jurisdiction and venue of the Colorado state and federal courts.

I agree that this waiver and release shall be valid and binding and considered the same as an original whether execution is by manual, electronic, digital or facsimile signature, and/or retained as and reproduced from a stored electronic record.

I HAVE CAREFULLY READ THIS WAIVER OF LEGAL RIGHTS AND RELEASE OF LIABILITY AND BEING INFORMED I VOLUNTARILY AGREE TO ALL OF ITS TERMS. I WAIVE AND RELEASE ANY AND ALL CLAIMS I MAY HAVE AGAINST THE RELEASED PARTIES AS A RESULT OF ANY INJURY, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS, THAT I OR OTHERS MAY SUFFER FROM ACTIVITIES WITH THE RELEASED PARTIES.

❖ ❖ THIS IS A RELEASE OF LIABILITY ❖ ❖

Signature: _____

Print Name: _____

Date: _____

Address: _____

City, State ZIP: _____

Phone: _____

Email: _____