

ACKNOWLEDGEMENT OF RISK AND ASSUMPTION OF LIABILITY
NEXT BEND ADVENTURES, LLC

Please read and be certain you understand the implications of signing.

In consideration of the services of Next Bend Adventures, LLC, (hereinafter "Next Bend") its agents, owners, officers, volunteers, participants, employees, related companies and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge Next Bend on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

Express Assumption of Risk Associated with Hiking, Backpacking and Related Activities

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with hiking, backpacking, transportation of equipment related to the activities, and traveling to and from activity sites, in which I am about to engage. Inherent hazards and risks include but are not limited to:

Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death. Falling, causing broken bones severe injuries to the head, neck and back which may result in severe impairment or even death. All "acts of nature," including but not limited to avalanche, rock fall, inclement weather, thunder and lighting, severe and or varied wind, temperature and other weather conditions. Risks associated with crossing, climbing or down-climbing of rock, snow and/or ice. Risks associated with river crossings, fordings, or portaging. Possible equipment failure and/or malfunction of my own or others' equipment, which may have been rented, borrowed, or personally owned. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of, including but not limited to, operator failure. Cold weather and heat related injuries and illness including, but not limited to, frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration. Attack by or encounter with insects, reptiles, and/or animals. Accidents or illness occurring in remote places where there are no available medical facilities. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident. My sense of balance, physical coordination, and ability to follow instructions.

*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

I expressly acknowledge that the use of drugs and alcohol during any or all of the activities associated with or provided by Next Bend is done at my own peril and is not condoned, encouraged or excused by Next Bend in any way. Next Bend reserves the right to inspect backpacks and coolers and remove alcohol.

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety while participating in any or all of the activities associated with or provided by Next Bend. I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise Next Bend of anything which I consider to be unsafe or to refuse to participate. I acknowledge that Next Bend is not a "Common Carrier" but rather is in the business of providing guiding for hiking and backpacking treks and other recreation activities. Transportation to and from activities is incidental to the activity. Transport by car, bus, or van travel in some instances may be provided by Next Bend and/or its employees and may involve errors in judgment by Next Bend or staff operating the vans, buses, cars, or other type transport vehicles. The vehicles and transport trailers may malfunction, break down, or be poorly maintained, causing injury, accidents, delays or in the extreme case, death.

Furthermore, Next Bend staff have difficult jobs to perform. I agree to comply with the instructions and directions of the Next Bend guides and staff members during the trip. I understand and agree that they seek safety, but they are not infallible. They may be ignorant of my or another participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions

and/or I as the participant(s) may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by staff and participants are often made quickly and in difficult settings and are often based on imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that can not and should not be associated with fault at a later point in time. I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in Next Bend events/activities and on Next Bend's own or leased property.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in hiking, backpacking and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees. Next Bend and any guides retained/hired by the company to lead trips.
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.
4. Indemnity. As liquidated damages, I agree that, should Next Bend 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 (in other words, pay for...) for all such fees and costs.
5. Personal Skill & Insurance. I certify on behalf of myself and any of the children for which I am responsible that I have sufficient skill and fitness to participate in the activities offered by Next Bend, I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation and rescue costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves. I understand that Next Bend reserves the right to deny participation before or during an activity if it finds that person impaired or unprepared for activities.
6. Medical Issues. I agree on behalf of myself and any of the children for which I am responsible that, in the event that Next Bend deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or to seek emergency medical care for me/us that, by signing this document, I am giving Next Bend's permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against Next Bend for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health related person who becomes involved in my care or removal from Next Bend activities or the course.
7. Communicable Diseases Including Covid-19. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, I willingly agree to comply with the

stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

8. Photographic Assignment. I understand that Next Bend reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities and on behalf of myself and any of the children for which I am responsible I hereby agree that Next Bend may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by Next Bend.

9. Release as Contract and Personal Capacity On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Participant Assumption of Risk and Acknowledgement of Inherent Risks Agreement is contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with Next Bend.

10. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc. In the event I file a lawsuit against Next Bend, I agree to do so solely in the Commonwealth of Virginia and Warren County, Virginia, 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 and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Virginia courts. I agree that if any portion of this agreement/ contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this contract can be used as if it were the original. I understand that this document constitutes the entire Agreement/Contract between myself and Next Bend and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I are also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name: _____ Signature: _____
Date: _____ Address: _____ E-mail: _____
Phone: _____ City: _____ State: _____ Zip Code: _____

Parents or Guardians Additional Indemnification and Signature (Must be completed for any under 18 years old)

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor child(ren) listed below; I believe and represent that I have the legal authority to make the waivers and releases contained herein. I understand and acknowledge that Next Bend relies to its detriment on this representation. In consideration of my child or ward (*Minor*) being permitted by Next Bend to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless Next Bend from any/all claims which are brought by, or on behalf of Minor, and which are in any way connected with Minor's use or participation.

Child _____ Age _____ Child _____ Age _____
Child _____ Age _____ Child _____ Age _____
Parent/Guardian Signature: _____ Printed Name: _____ Date: _____

IN CASE of EMERGENCY CONTACT:

NAME _____ PHONE _____

Next Bend Adventures, LLC 2021

