



LoonBrothers Outrageous Adventures, LLC™
RELEASE OF LIABILITY AND ASSUMPTION OF RISK FORM

This Release and Assumption of Risk Form (“Release”) is a legal contract: Read thoroughly before signing.

I, _____, HEREBY FULLY REALIZE THE HAZARDS OF PARTICIPATING IN A GUIDED ADVENTURE AND VOLUNTARILY ASSUME ALL THE RISKS ASSOCIATED WITH SUCH PARTICIPATION. I understand that the risks include, by way of example and not limitation, the hazards of traveling in remote and/or mountainous terrain, emotional trauma, accident or illness in remote places without readily available medical facilities, forces of nature, including intense thunder, flash floods, electrical storms, earthquakes, landslides, temperature extremes, and wildlife; high altitude and the disorders associated therewith; and traveling by land or air in various transportation modes. I understand that potential problems could arise regarding food, water, lodging, transportation, public health, and sanitation. I understand that roads, highways, railroads, bridges, buildings, airports, and other man-made structures, as well as motor vehicles, aircraft, and other transportation modes, may not be constructed or maintained up to standards customary in the urban United States. I understand that the particulars of this guided adventure, and other disclosures required by law, will be more specifically described by the party providing the guided adventure on the behalf of LoonBrothers Outrageous Adventures, LLC™ (“LoonBrothers”).

I further understand that neither LoonBrothers nor any of its providers undertake to provide any medical care or assistance to me in the event of illness or injury to me, except as required by law and to make reasonable efforts to direct or transport me at my expense to medical assistance.

I agree that it is my sole responsibility to be familiar with and capable of handling the physical and/or mental demands associated with the guided adventure that I have chosen. With these demands in mind, I declare that I have no physical, mental, or psychological condition that would endanger myself or others if I participate in this adventure, or that would interfere with my ability to participate. I understand that this guided adventure is intended for the enjoyment of the participants, that compromise of personal desires may be required for the harmony of the group and the common enterprise, and I agree to conduct myself on the guided adventure and to cooperate with LoonBrothers, its providers and the other participants in such a way as to maximize the enjoyment of the group as a whole. I agree to abide by any rules established by the Guide and/or leader while I am participating, and understand and agree that failure or refusal on my part to do so shall entitle LoonBrothers at its option to deny me further participation in the guided adventure. No such refusal by LoonBrothers shall be grounds for refund to me of any funds or portion thereof paid for the guided adventure or any services associated with it.

I hereby release, forever discharge, and agree not to sue LoonBrothers or any other provider in tort, contract, or any other theory of law or equity under the law of the United States, any jurisdiction or State thereof, or other country, or in any court of the United States or any other country, for any damage or losses to person or property that I may sustain arising out of, related to, or in any way consequent upon this guided adventure or any representations contained herein, I hereby further waive any and all such claims that I now have or may subsequently be able to assert against LoonBrothers or any provider, their successors and assigns, however caused, and whether or not brought about or contributed to by negligence on the part of LoonBrothers or any of its providers.

I acknowledge and agree for myself and my heirs, successors, and assigns, that the above representations and agreements are contractually binding on me and on them and are not mere recitals. I

agree that my failure or refusal to sign other similar releases or agreements shall in no way affect the validity of this Release nor revoke, modify, or cancel any of the terms of this Release. I further understand and agree that this Release may not be modified except in writing signed both by LoonBrothers and me.

In the event that a dispute should arise out of, under, or in relation to this Release or the relationship between me and LoonBrothers, the following conditions shall apply: 1) the dispute shall be resolved pursuant to the provisions for binding arbitration set forth in the Colorado Revised Statutes and Rules of Civil Procedure; 2) the venue shall be Boulder, Colorado; 3) the dispute and its resolution will be governed by Colorado law; 4) the maximum amount of recovery to which I may be entitled, under any and all legal or equitable theories or bases or factual circumstances whatsoever, shall be the price I actually paid to LoonBrothers for this guided adventure; and 5) if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

PARENT OR GUARDIAN OF A MINOR: I, as parent or guardian of the below-named minor, hereby give my permission for my child or ward to participate in the guided adventure referred to herein (subject to the concurrence of LoonBrothers) and agree, individually and on behalf of said child or ward, and our respective heirs, successors and assigns, to the terms hereof.

KNOWING AND VOLUNTARY EXECUTION by:

Participant (printed)

Date

Participant (signature)

Parent or Guardian (printed),
if Participant is a minor

Date

Parent or Guardian (signature),
if Participant is a minor