

**Lead Feather, Paradigm Ventures, Inc. dba The Wild Resiliency Institute and Agents
Acknowledgement & Assumption of Risks, Release & Indemnification Agreement**

Introduction

Please read this document before signing. Part A is an Acknowledgement and Assumption of Risks and Part B is a Release and Indemnity Agreement. The Introduction and Conclusion contain paragraphs common to both parts A and B. The Introduction, Parts A and B, and the Conclusion form the entire agreement and shall be referred to as the "Document."

Lead Feather (LF)/Wild Resiliency Institute (WRI) activities can take place on private, federal or other lands. Certain federal land agencies do not allow service providers to be released by their clients from liability for injuries or other losses occurring while operating under permit on those federal lands ("restricted federal lands"). However, LF/WRI can utilize an Acknowledgment and Assumption of Risks with its clients for permitted activities on those federal lands. As a result, Part A covers all your activities, and Part B covers all your activities, other than those that take place on restricted federal lands.

In consideration of the services of Lead Feather, Paradigm Ventures, Inc. and their agents, owners, officers, employees, representatives and all other persons or entities associated with them or any of them (collectively referred to, in this document, as "LF/WRI"), I agree as follows:

Part A: Acknowledge and Assumption of Risks

Engaging in LF/WRI educational and/or adventure activities involves certain risks. These activities vary, but include experiential learning activities in indoor and outdoor settings. Although LF/WRI have taken reasonable steps to provide clients with appropriate equipment and skilled staff so they can enjoy and learn from activities for which they may not be skilled, clients understand and acknowledge that there are risks, hazards and dangers associated with these activities. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exist. These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, disability or death. I understand LF/WRI does not want to frighten me or reduce my enthusiasm for these activities, but believe it is important for me to know in advance what to expect and to be informed of the risks.

The following describes some, but not all of these risks, hazards and dangers:

1. **Risks involved in physical activity:** LF/WRI activities include a variety of both indoor and outdoor physical activities. These activities may include running, swimming, canoeing, sustained climbing or hiking, and lifting repetitively, both during the day and at night.
2. **Risks present in an outdoor or wilderness environment:** These risks include travel in high altitude mountainous or wilderness terrain where trails or routes may not be groomed, maintained or controlled. While traveling in these areas, hazards may not be marked or visible; weather is changeable, unpredictable and dangerous year around; and lightning, rivers, creeks, falling rocks, snow and ice, avalanche dangers, fallen timber, bee hives, wild animals and other natural hazards and dangers exist.
3. **Risks in decision-making:** LF/WRI staff must make various judgments and decisions as they conduct educational and/or adventure activities in changing indoor and outdoor environments. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in instructor decision making and conduct, including, without limitation, the risk that a LF/WRI representative may misjudge

a client's capabilities, or misjudge weather, terrain, water level, river and/or terrain route location, or misjudge medical treatment.

4. **The risk that equipment used** in an activity may break, fail or malfunction, despite reasonable maintenance and use.
5. **Risks connected with geographic location:** LF/WRI activities may take place in remote places, several hours or days from any medical facility, where communication and transportation are difficult and where evacuation and medical care may be delayed.
6. **Risks associated with a sweat lodge:** Some LF/WRI journeys may include a sweat lodge. Participation in the sweat lodge is entirely voluntary and at your own risk. The experience in the sweat lodge includes being in a dark and enclosed space. Risks may include intense heat and proximity to hot rocks.
7. **Risks regarding conduct:** Risks include the potential that the client, or other participants or third parties (e.g. rescue squad, hospital) may act carelessly, recklessly or generally fail to exercise care.
8. **Risks associated with travel:** Travel can be by vehicle, foot, skis, snowshoes or other means and can be over rough, mountainous and unpredictable terrain or via lakes and rivers, in snow, sleet, rain or other adverse weather conditions.
9. **Such other risks, hazards and dangers** that are generally associated with educational and/or adventure activities.

These and other risks, hazards and dangers may result in clients (for example): 1) falling, 2) being struck, 3) colliding with objects or people, 4) experiencing vehicle collision, 5) reacting to high altitudes and weather conditions. These and other circumstances may cause hypothermia, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, concussions, wounds, or other injury or illness, mental trauma, disability or death.

I understand that the above description of risks is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that participating in these activities may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in LF/WRI activities which have not been disclosed to LF/WRI. I represent I am fully capable of participating in these activities without causing harm to myself or others. I acknowledge that LF/WRI staff is, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. I understand that the presence of LF/WRI personnel is no assurance of my safety or the lessening of any of these risks.

My participation in these activities is purely voluntary and I choose to participate in spite of and with knowledge of the risks. Therefore, I assume and accept full responsibility for me, for those risks identified here and for those risks not identified, and for injury, death, property loss or expenses suffered by me, resulting from those risks, and resulting from my own negligence.

Part B: Release and Indemnity Agreement

Please read carefully. This Part B contains a Release and Indemnity Agreement and surrender of certain legal rights.

I, for and on behalf of myself and my children, heirs, executors, administrators and representatives, agree to release, indemnify and defend LF/WRI ("indemnify" meaning protect by reimbursement or payment), with respect to all

claims, liabilities, losses, suits or expenses (including costs and reasonable attorneys' fees), made or brought by anyone, including a co-participant, third party, or any member of my family, arising out of any injury, damage, death or other loss in any way connected with my enrollment or participation in LF/WRI activities or use of LF/WRI equipment or facilities. This agreement includes any losses claimed to be caused, in whole or in part, by the negligence of LF/WRI. I understand I agree here to waive all claims against LF/WRI, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against LF/WRI, as a result of any injury, damage, death or other loss suffered by me.

Conclusion

I agree that New Mexico State law governs this, and all other aspects of my relationship with LF/WRI. Further, any mediation, suit or other proceeding arising out of or relating to my enrollment or participation in LF/WRI activities, must be filed exclusively in the State of New Mexico, and New Mexico State law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable New Mexico mediator. I also agree that if I or someone on my behalf assert(s) a claim or file(s) a suit against LF/WRI, I will pay all costs and attorneys' fees incurred by LF/WRI in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that LF/WRI is not responsible for the injury or loss.

I AUTHORIZE LF/WRI personnel to obtain or provide emergency medical care for me, or to transport me to a medical facility. I further authorize LF/WRI staff or other medical personnel to render such wilderness first aid treatment they deem necessary for my health. Costs reasonably associated with medical services, including evacuation, shall be borne by me.

PHOTO RELEASE: I authorize LF/WRI, and/or parties designated by LF/WRI, to use my photo for advertising, display, audiovisual, exhibition or editorial use.

Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions of this Document, and those remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself, my family, heirs, executor, representatives and estate.

Participant Name (printed)

Participant Signature

Date

PLEASE RETURN THIS ENTIRE FORM TO LEAD FEATHER OR WRI