

WILDERNEST INC.
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
AND RENTAL FORM

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. "PARTICIPANT" MEANS EACH INDIVIDUAL LISTED ON THIS FORM PARTICIPATING IN SNOWSHOEING. THE "UNDERSIGNED" MEANS EACH PARTICIPANT, AND WHEN A PARTICIPANT IS UNDER AGE 18, IT INCLUDES SUCH PARTICIPANT'S PARENT OR LEGAL GUARDIAN SIGNING ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF THE MINOR PARTICIPANT. THE UNDERSIGNED UNDERSTAND AND AGREE THAT SNOWSHOEING CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

2. I understand that the sports of skiing, snowboarding, skiboarding, snowshoeing and other sports (collectively "RECREATIONAL SNOW SPORTS") involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from these RECREATIONAL SNOWSPORTS, or which relate in any way to the use of this equipment. User also assumes the risk of actual or alleged transmission of a communicable disease such as COVID-19. A minor Participant's parent or legal guardian acknowledges: 1) they have spoken to the minor Participant about the Activity; 2) the minor Participant understands and appreciates the risks of participating in the Activity; and 3) the minor Participant has voluntarily decided to participate in the Activity.

3. IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY Wilderndest, Inc, their affiliated companies and subsidiaries, all their respective insurance companies, successors in interest, commercial & corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Activity. The Undersigned take full responsibility for any injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of the Activity, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. By execution of this release, THE UNDERSIGNED AGREE NOT TO SUE A RELEASED PARTY and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. The Undersigned further agree to defend and indemnify each Released Party for any and all claims of the Undersigned and/or a third party arising in whole or in part from the Participant's participation in the Activity. The Undersigned agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned

4. In consideration of allowing Participant to participate in the Activity, THE UNDERSIGNED AGREE THAT ANY AND ALL CLAIMS for injury and/or death regarding an alleged incident SHALL BE GOVERNED BY WASHINGTON LAW and EXCLUSIVE JURISDICTION of any claim shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Washington.

5. The undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant, that he/she is WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR PARTICIPANT that the minor Participant otherwise may have and that THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY. By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age, or, if signing as the parent or guardian of the Participant, signer represents they are the legal parent or guardian of the minor Participant. THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS,

INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

6. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

MINOR PARTICIPANT (UNDER 18) INFORMATION.

MINOR PARTICIPANT #1 – Last Name, First Name, M.I. (please print) AGE

MINOR PARTICIPANT #2 – Last Name, First Name, M.I. (please print) AGE

** Minor Participation Requires Parent/Guardian to Complete and Sign Below*
I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

ADULT INFORMATION.

Date: _____

LAST NAME, FIRST NAME, M.I. (please print)

Phone Number

ADDRESS – Street Address/Mailing Address (please print)

ADDRESS – City, State, Zip/Postal Code (please print)

DATE OF BIRTH (MM-DD-YYYY) EMERGENCY CONTACT RELATION PHONE NUMBER

E-MAIL ADDRESS (Give us your email address to receive snow alerts, resort news, exclusive offers & more.)

X. _____
SIGNATURE OF PARTICIPANT/PARENT/LEGAL GUARDIAN..

For WILDERNEST INC Staff use only

Snowshoe # and Model (eg. MSR Evo): _____

POLES Y/N _____

Date OUT: _____ Staff Initials: _____ Due Date: _____

Actual Date Returned: _____ Staff Initials: _____

