

Xtreme Xscape Corp.

RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK: I understand that during the adventure activities, walk, hike, helicopter rides, transportation, caving, skydiving, whitewater rafting, aerobatic flying, skiing, snowboarding, heli-skiing, cat skiing, canoeing, fishing, fly fishing, or any other activity in which I am participating under arrangements of Xtreme Xscape Corp.

TERRAIN: Any manner of injury resulting from falls on steep, slippery or uneven terrain; (i.e. sprained ankles in gopher holes; slippery sidewalks in the winter)

WEATHER: Any injury or illness resulting from exposure to cold, hot, wet or windy weather or the effects of heat and strong sunlight.

REMOTENESS: The inability to access medical help in an emergency, and the possibility of becoming lost.

WILD ANIMALS: Including rodents, wood ticks, bears, other carnivores and the *Giardia* parasite.

OTHER HAZARDS OF WILDERNESS TRAVEL: Rock fall, flood, avalanche, deadfall,

TRAVEL TO AND FROM THE ACTIVITY: motor vehicle accidents, theft, vandalism, etc.

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In consideration of, and as part payment for, the right to participate in such, walk, hike, helicopter rides, transportation, caving, skydiving, whitewater rafting, aerobatic flying, skiing, snowboarding, heli-skiing, cat skiing, canoeing, fishing, fly fishing, multi-sport adventures and other associated programs (hereafter referred to as The Program) arranged for me by Xtreme Xscape Corp, I have and do hereby assume all the above risks and will hold Xtreme Xscape Corp, its agents or associates harmless from any and all liability, actions, causes of action, claims, debts, and demands of every kind and nature whatsoever, which I now have or may arise in connections with my participation in any activities arranged by me or for me by Xtreme Xscape Corp. and/or its agents and associates.

The owner of Xtreme Xscape Corp, its employees, contractors, agents and associates (hereafter referred to as The Company) and each of them are not responsible for any loss or damage sustained by me, including loss or damage caused by injury to myself or my property or my death howsoever caused and whether based on allegations of negligence or not. I understand that there are inherent risks in The Program. I am voluntarily assuming the risks involved and in so doing I fully understand that I will be solely responsible for any loss of damage I sustain. I hereby release, waive and discharge the Company from all liability to my heirs, executors, administrators and assigns for all loss or damage on account of injury to my person or my property or by my death.

I understand that transportation is used in The Program when The Program takes place out of the city. Transportation to the site of The Program is free. I understand that any money or gifts-in-kind that I give to the transport driver is meant as a friendly gesture and in no way constitutes payment for transport.

I also understand that the Xtreme Xscape Corp. guide has the right to disqualify me from any activity; if in his or her judgment I am incapable of that activity and/or if my continued participation in the activity will endanger me and/or the safety of the group. I acknowledge that it is my obligation to inform the guide, in advance of any activity, of any medical or physical disability or limitation that might disable me or render me unable to perform or safely complete an activity, and I also acknowledge that I must fully disclose the full extent of any such conditions or limitations. In the event that I need medical attention I agree to allow the Xtreme Xscape Corp. guide to provide me with First Aid treatment.

I am aware of the nature and effect of this RELEASE AND WAIVER OF LIABILITY. I am aware of my right to sue The Company in the event that I sustain loss or damage caused by injury to my person or property

and that my personal representative can sue The Company for loss or damage arising as a result of my death. I hereby give up this right on behalf of myself personally and on behalf of my heirs, executors, administrators and assigns in order to participate in The Program with Xtreme Xscape Corp.

INTENDING TO BE LEGALLY BOUND I have signed this RELEASE AND WAIVER OF LIABILITY this ____ day of _____, 20__.

NAME OF REGISTRANT (please print) _____

SIGNATURE OF REGISTRANT _____

NAME OF WITNESS (please print) _____

SIGNATURE OF WITNESS _____

Signature of Parent or Guardian**(If registrant is under 18 years) _____