

**Base Camp Adventure Fitness Training Program
Waiver of Legal Rights and Indemnification Agreement**

The undersigned applicant for participation in a Base Camp Adventure Training Program hosted by Base Camp International at any location, physical or natural, (Adventure Training or Fitness Training herein refers collectively to physical training/practice, related physical conditioning, and physical training instruction/activities or exercises and activities taught by Base Camp International representatives) agrees, represents, and warrants as follows:

1. Undersigned has prepared himself/herself mentally and physically for this Physical Training, is in adequate physical health, and has no material injuries, mental or physical conditions or impairments whatsoever that would prohibit, impair, or make difficult, inadvisable, dangerous, or physically harmful undersigned's participation in the Physical Training.

2. Undersigned has fully familiarized himself/herself with the curriculum and is fully aware of the nature of the rigorous physical activities that occur therein, and undersigned requests to participate in such Physical Training activities. Undersigned represents that he/she is capable of participating fully in such activities, and acknowledges that there is a risk of physical injury and possibility of death in participation in such activities. Undersigned acknowledges that he/she must judge his/her own mental and physical capabilities with respect to the Physical Training activities and should inform instructor immediately of any accident or injury or of undersigned's inability or unwillingness to participate fully in any such activity.

3. In consideration for the acceptance by Base Camp International of undersigned as participant in said Physical Training,

(a) Undersigned fully assumes any and all risk of injury, accident, harm, death, or damage of any nature whatsoever that may accrue to or befall undersigned arising out of attendance at or participation in the Physical Training; (b) Undersigned waives any claim, demand, action, or cause of action that undersigned now has or may hereafter acquire against Base Camp International, or other Physical Training participants and their schools and instructors, arising out of attendance at or participation in the Physical Training. (Base Camp International, and other Physical Training participants and their schools and instructors are hereafter referred to as said persons.); (c) Undersigned releases the same said persons from any liability for such claim, demand, action, or cause of action, if brought by undersigned; (d) Undersigned covenants that he/she will not sue or commence any legal action proceedings whatsoever against any of the same said persons over any such claim, demand, action, or cause of action; (e) Undersigned agrees to indemnify and hold harmless Base Camp International, their assigns, family members, relatives, successors, interests, and contractors from any and all claims, demands, actions, liability, loss, expense, and/or attorneys' fees that may arise from or be incurred as a result of:

(i) injury, damage, or death to undersigned's person or property during this Physical Training;

(ii) injury, damage, or death to any other Physical Training participant's person or property arising or resulting from the acts or omissions of undersigned.

Undersigned acknowledges that Base Camp International, other Physical Training participants, and others may not be insured (wholly or in part) against any claims or actions by undersigned (or others) arising out of undersigned's participation in Physical Training activities, and that Base Camp International could not and would not accept undersigned's participation in Physical

Training activities, and that Base Camp International could not and would not accept undersigned as a participant in this Physical Training were it not for the full assumption by undersigned of all risk of injury pertaining thereto and for undersigned's waiver, release, covenant not to sue, and indemnity and other agreements as set forth herein.

4. Undersigned acknowledges that it is undersigned's responsibility to provide full medical insurance for any injury that may befall undersigned, and undersigned represents that undersigned has obtained such medical insurance, which will cover 100% of any and all medical expenses, loss, damage, death, and/or disability resulting from any injury to undersigned in or at any Physical Training, or the undersigned will fully assume the risk of failing to procure such insurance.

Undersigned acknowledges that his/her sole remedy in the event of injury, loss, or damage arising from any Physical Training shall be said medical insurance obtained by undersigned. Undersigned acknowledges that neither Base Camp International, nor their contractors, provide medical care, and that this Physical Training is or may be held in a vicinity where hospital or other medical services or facilities are not readily available. Undersigned will be responsible for ensuring that undersigned has a means of transportation, if necessary, to convey undersigned to a hospital or medical facility.

5. Although Base Camp International will or may request undersigned to execute other consent forms for other Physical Training programs as Base Camp International deems necessary, the representations, agreements, covenants, and indemnities herein of undersigned shall apply to all Physical Training programs attended by undersigned.

6. Undersigned agrees that the various provisions of this agreement are severable, and the invalidity or inapplicability of any provision hereof in this agreement shall be governed by the laws of the state in which this agreement is fully performed in said state. If, under the laws of said state, consents, waivers, releases, and/or agreements as set forth herein are required, as a condition of their enforceability, to be in a certain form or to contain special language, such special form or language is deemed incorporate by reference herein, and undersigned covenants that he/she would have executed, and will upon request of Base Camp International execute (with retroactive effect to the date hereof) an agreement pertaining to the subject matter hereof that contains such special form or language.

7. This agreement represents the complete embodiment of the understanding and agreements between Base Camp International, and undersigned, regarding the subject matter except in writing executed by undersigned and an authorized representative of Base Camp International.

8. Undersigned represents that he/she is not a minor or, if a minor, that undersigned has had undersigned's parent or legal guardian sign the parental consent and indemnity agreement of Base Camp International.

9. BASE CAMP INTERNATIONAL SUGGESTS THAT, IF UNDERSIGNED HAS ANY QUESTIONS OR RESERVATIONS ABOUT ANY OF THE FOREGOING, UNDERSIGNED SHOULD NOT EXECUTE THIS AGREEMENT UNTIL AFTER CONSULTING WITH AN ATTORNEY. UNDERSIGNED HAS EITHER CONSULTED AN ATTORNEY REGARDING THE CONTENTS OF THIS AGREEMENT OR DEEMS IT UNNECESSARY TO CONSULT SUCH ATTORNEY.

10. UNDERSIGNED UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, UNDERSIGNED IS GIVING UP HIS OR HER LEGAL RIGHTS AND LEGAL RIGHTS OF UNDERSIGNED'S HEIRS IN CASE OF INJURY, LOSS, DAMAGE, OR DEATH.

Furthermore, I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape or digital photography without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area.

Photographic, audio or video recordings may be used for the following purposes:

- Commercial or print advertising
- educational presentations or courses
- informational presentations
- social media
- promotional videos and pictures

By signing this release I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public setting. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. By signing this form I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release Base camp International, and any of its representatives, of any and all claims against any person or organization utilizing this material.

Undersigned represents that he/she has carefully read each and every one of the provisions hereof, fully understands each provision, and consents to be bound thereby. Undersigned acknowledges receipt of a copy of this agreement. Print your name (undersigned)

X _____
Print Student Name Date

X _____
Signature (of parent or guardian if you are under 18 years of age) Date

Date of Birth _____

Cell Phone Number _____

Home Phone Number (if different) _____

Email Address _____

Local Street Address _____

City, State, ZIP _____