



Participant: Trent Pitsenbarger

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Acknowledgment and Assumption of Risks & Release and Indemnity Agreement

Instructions regarding Macs Adventure Ltd.: Acknowledgment and Assumption of Risks & Release and Indemnity Agreement:

Attention: The participant signing below (who is also the lead booker) must be of adult age - 18 yrs. of age or older in Colorado.

You (the lead booker) signing below understand and agree you are signing the above referenced document for yourself and as the authorized agent for and on behalf of all participants in the Macs Adventure Tour (hereafter "Tour") booking party. If your child/children are included in the Tour booking party, you also sign this document as the parent or legal guardian (hereafter collectively "parent") for and on behalf of your participating minor child/children and as the agent for the parent of any other child/children in the Tour booking party (minors are those under 18 yrs. of age in Colorado; hereafter "minor" or "child"). In addition, you should inform other Tour booking party participants regarding this document, which is binding on all Tour participants.

Please read the following Macs Adventure Ltd.: Acknowledgment and Assumption of Risks & Release and Indemnity Agreement and complete all requested information carefully. Your signature below, constitutes your intent to be legally bound by the provisions of this document, both for yourself and as agent, for and on behalf of all other members of your Tour booking party (those listed below, as well as those who may attend in substitution or in addition to those listed below).

MACS ADVENTURE, LTD.: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

INTRODUCTION:

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, "Document") carefully before signing. The participant signing below (who is also the lead booker), understands and agrees he/she is signing this Document for him/herself and as the authorized agent for and on behalf of all participants in the Macs Adventure Tour (hereafter "Tour") booking party. If the signing participant's child/children are included in the Tour booking party, the participant also signs this Document as the parent or legal guardian (hereafter collectively "parent") for and on behalf of his/her participating minor child/children and as the agent for the parent of any other participating child/children in the booking party (minors are those under 18 yrs. of age in Colorado; hereafter sometimes "minor" or "child").

In consideration of the services of Macs Adventure Ltd, a Colorado Limited Liability Company, doing business as Macs Adventure, and its owners, members, managers, officers, directors, employees, agents, representatives and volunteers (individually and collectively referred to in this Document as "Macs Adventure"), in allowing me and all participants in my booking party to participate in the Tour, I, **including all other Tour participants on whose behalf I sign (hereafter sometimes collectively "I"), agree as follows:**

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating in a Macs Adventure self-guided or guided Tour and associated educational, instructional, adventure and/or recreation activities in the U.S., Canada and/or in other international locations includes risks. Activities (which may be self-guided or otherwise engaged in by participants independently, or guided or led by Macs Adventure staff, contractors or others) may include but are not limited to: hiking and trekking; mountain and road bicycling, sightseeing and travel in urban, rural and/or remote areas; socializing; use of guest-houses, bed & breakfasts, lodges, boat or rail cabins or other accommodations; use of any equipment, facilities or premises; and travel (for example) in airplanes, trains, buses, taxis, cars, vans and/or other vehicles, or by boat, bike, foot other means (collectively referred to in this Document as "activities"). Activities may be scheduled or unscheduled, and include activities undertaken during a participant's free and/or independent time, including any activities I, my child, or others in my group choose to engage in during the Tour, including but not limited to travel or recreation, or booking independently with recreation, sport or tour services. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as "risks") of the activities can cause injury, damage, death or other loss to a participant or others.** The parent of a minor gives permission for their child to participate in the Tour and all activities and agrees to discuss the nature of the activities and risks with their child. **The following describes some, but not all of the risks:**

Outdoor environment. Risks include travel in high altitude (in some cases, above 14,000 feet), mountainous, wilderness, glacial or desert terrain both on and off trail, and on land or water. Participants' travel may be subject to storms, including rain, lightning, snow or ice; extremely hot, humid or cold weather or water and rapid and unpredictable weather changes; tides, currents, waves, reefs or whitewater; fast moving rivers or other water bodies; falling or slippery rocks; falling or fallen timber; avalanches; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; the unpredictable nature of wild or domestic animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

U.S., Canadian and international travel. Travel can involve unique risks, such as political unrest, terrorism or warfare, contact with unusual diseases or bacteria, exposure to contaminated food or water, dangerous road or travel conditions, thievery, abduction and other risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the North American legal system. NOTE: Although Macs Adventure considers current geo-political climates in choosing Tour locations, Macs Adventure personnel are not experts in assessing the likelihood of terrorist activity, political unrest, the need for vaccinations or other issues. Each participant (and the parent of any minor) is responsible for conducting his/her own independent investigation through the U.S. State Department, U.S. Centers for Disease Control, World Health Organization or other sources.

Decision making and conduct. Participants, Macs Adventure staff or others must make various judgments and decisions in a variety of changing environments. These risks include that a participant, co-participant, Macs Adventure staff member or other person may misjudge a participant's (or others) capabilities, health or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, terrain, water conditions or water level or route location.

Personal health and participation. Participant's mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the activities includes risks. Macs Adventure cannot anticipate or eliminate risks or complications posed by participant's mental, physical

(including fitness level) or emotional condition. Participant (and parent of a minor), whether or not in conjunction with their physician, should consider carefully whether the activities are appropriate for participant. Note: Macs Adventures offers a grading system regarding the difficulty and comfort of certain aspects of its Tours; however, this grading is subjective and may not be accurate or consistent with a participant's perceptions. Participant and parent of a minor assume full responsibility for selecting Tours and activities that are suitable in light of participant's condition and abilities.

Road or mountain bicycling, hiking or any athletic or physical activities. Activities will include frequent and repetitive use of the arms and legs, lifting, bending, walking, riding, carrying weight, balancing, climbing, descending and endurance. Risks include that a participant may overestimate his or her abilities or fitness; be inattentive; lose control and trip or fall (from a bike or otherwise) and/or collide with or impact, for example, other riders, people, natural or manmade objects, vehicles, the ground, rocks or trees or encounter other water/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control his or her speed or experience equipment malfunction. Bicycling or foot travel on public or private roadways/trails includes the risk of being struck by a vehicle, other rider or obstacle; the presence of potholes, cracks, loose gravel, uneven surfaces, blind or steep curves; and vehicles, bicycles, weather or other factors impeding vision.

Geographic location. Activities may take place in remote locations, several hours or a day or more from medical facilities (depending upon location), causing potential delays or difficulties in communication, transportation, evacuation and medical care. Medical facilities may be primitive, inadequate or inaccessible. Additional delays can result if circumstances require transport from a foreign country back to the participant's home country for medical care. Although Macs Adventure staff or contractors may have access to wireless communication devices (including cell or SAT phones), use of these devices in any location (whether inside or outside the U.S.) is unreliable and inconsistent.

Equipment. Risks include the risk that equipment used in an activity may be misused, may not fit or may break, fail or malfunction. This includes participant's personal equipment or other equipment (whether purchased, borrowed or rented). If participant chooses to bring and use his/her own personal equipment (including any safety gear), participant assumes full responsibility, along with the parent of a minor, for choosing appropriate equipment and for the fit and condition of their equipment. Macs Adventure contractor/s or other vendors may recommend or require use of safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Group or community accommodations, food and water. Risks include potentially sharing rooms or space with unrelated parties and lack of privacy and security, risks associated with varying and unfamiliar cultural norms and unanticipated verbal and physical harm. Risks also include gas explosion, scalding or other burns associated with tending to, cooking over or being near a gas or propane stove or open fire. Contaminated water is a risk in natural or primitive settings and vendors, contractors or public restaurants provide food or beverages with risks of contamination or allergic reaction.

Free and/or independent time. Participants will have free and/or independent unsupervised time, alone or with others, before, during and after the Tour (including travel to and from the Tour, and any chosen travel before or following the Tour). If the Tour is self-guided, participants are traveling independently and without supervision throughout the Tour, whether engaged in group or individual activities. Macs Adventure staff or contractors may provide information to participants regarding routes, destinations or other details and may suggest (or provide information to participants) regarding local recreation, adventure or other activities or places participants may engage in during their Tour; however, participants are exclusively responsible for their and their child/s conduct, supervision and choices during their free and/or independent time, whether participants are engaged in a Macs Adventure self-guided or guided tour.

Conduct. Risks include that the participant, or other participants or third parties may act carelessly or recklessly.

These and other risks may result in participants: falling partway or falling to the ground or into the water; being struck by, colliding with or impacting objects, people, vehicles or the bottom of a water body; experiencing vehicle/boat/bicycle collision, capsizing or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, hyponatremia, drowning, high altitude sickness (e.g. high altitude pulmonary or cerebral edema), heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, illnesses (including contracting animal/insect borne or contagious diseases), infections, cuts, wounds or other injury, damage, death or loss.

I (including all other Tour participants on whose behalf I sign) further acknowledge and agree:

- to accurately complete and sign (as required) all forms and requested information, acknowledge that I (and all Tour participants) are legally bound by and agree to abide by the terms of the Macs Adventure Booking Terms and Conditions, and agree to obey all Macs Adventure rules and other policies;
- to review all Macs Adventure information and materials received, and understand that Macs Adventure representatives are available should participant have further questions about the activities or the associated risks;
- represent that participant is fully capable of participating without causing harm to him/herself or others;
- the information provided above is not complete, other unknown or unanticipated activities, risks and outcomes may exist, and Macs Adventure cannot assure a participant's safety or eliminate any of the risks. At all times, all participants share in the responsibility for their own (and their participating minor's) well-being;
- Macs Adventure contracts with organizations that are independent contractors (not their employees or agents) to provide or conduct some of the services and activities participants will engage in. Macs Adventure does not supervise or control these contractors and is not legally liable or responsible for their conduct;
- **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent of a minor) assumes and accepts full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of the activities, and for any injury, damage, death or other loss suffered by participant (and parent of a minor) resulting from those risks, including the risk of a participant's own negligence or other misconduct.**

RELEASE & INDEMNITY AGREEMENT:

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (for myself, for and on behalf of my participating minor child/children, if any, and as agent for and on behalf of all Tour participants in my booking party) agree:

1) to release and agree not to sue Macs Adventure (as defined above, in this Document) and all other affiliated persons or entities, including Macs Adventure Limited, a company registered in Scotland (company registration number SC356084 and registered office address Skypark 5, 45 Finnieston Street, Glasgow, G3 8JU, United Kingdom), and any subsidiaries, and each of their respective owners, members, managers, officers, directors, employees, agents, representatives and volunteers (individually and collectively referred to in this Document as "Released Parties") with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with participant's (including his/her participating minor's) enrollment or participation in the Tour and/or activities. **Participant agrees here to waive all claim/s he/she may have against the Released Parties, bind his/her (including his/her participating minor's) estate and any family member/heir/other party bringing claim/s, and agrees that neither participant, his/her participating minor, nor anyone acting on either of their behalf, will make a claim against the Released Parties as a result of any injury, damage, death or other loss participant or his/her participating minor may suffer;**

2) **to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **the Released Parties, with respect to any and all claim/s:**

(a) brought by or on behalf of participant, his/her participating minor or his/her spouse, or any other family member/s, heir/s or estate, for any injury, damage, death or other loss in any way connected with participant's (including his/her participating minor's) enrollment or participation in the Tour and/or activities and/or;

(b) brought by a co-participant or any other person or entity for any injury, damage, death or other loss to the extent caused by participant's (including his/her participating minor's) conduct in the course of participating in the Tour and/or activities and/or, brought by a medical care provider, insurer or other third party as a result of medical or other care or services provided to the participant, including transportation and evacuation costs.

This Release and Indemnity Agreement includes claim/s of or resulting from the Released Parties' negligence (but not any of their willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

OTHER PROVISIONS:

I (including all other Tour participants on whose behalf I sign) further agree:

- Colorado substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute participant (including his/her participating minor) has with Macs Adventure and all other aspects of a participant's relationship with Macs Adventure, contractual or otherwise, and agree that any suit or other legal proceeding must be filed or entered into only (exclusively) in state court located in Boulder County, Colorado, which shall be the sole jurisdiction and venue for any such proceeding. Participant agrees to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator;
- Participant authorizes Macs Adventure staff, contractors or other medical personnel to obtain or provide medical care for participant (including his/her participating minor), to transport participant to a medical facility, and/or to provide treatment they consider necessary for participant's health. Participant agrees to the release (to or by Macs Adventure) of any records necessary for treatment, referral, billing or insurance purposes and to pay all costs associated with this care and/or transportation, including medical and/or evacuation costs;
- **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.**

I agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, all other Tour participants in my booking party, and my and each of their spouses, participating children, family members, heirs, executors, representatives, subrogees, assigns and estate. The participant must sign below for him/herself and his/her participating minor child/children, and as the authorized agent for and on behalf of all other participants in his/her Tour booking party.

I understand that my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of this Document.

Participant

Date of Birth: 07/19/1961 (Age 58)

State: Nevada

Country: United States

Email: forest794@zoho.com

First Name: Trent

Last Name: Pitsenbarger

Gender: MALE

Phone: 4435999707

Street Address: 690 Silver Oak Dr Apt 304

Postal Code: 89706

City: Carson City

Booking Reference #: 637524

Departure Month: August

Departure Day: 12

Departure Year: 2020

Emergency Contact Name: Tana Good

Emergency Contact Relationship: Sister

Emergency Contact Phone #: 540-896-1417

Emergency Contact Email Address: wtagood@comcast.net

Additional Participants in Tour Booking Party: Margaret Ann Erway - pegerway@hotmail.com John Alton Fitch III - nickandfrink@gmail.com Donna Lynn Vanderlaan - skicodv@yahoo.com

Electronic Signature Authorization

By affixing my electronic signature below, I agree to electronically enter into and accept the Macs Adventure Acknowledgment and Assumption of Risks & Release and Indemnity Agreement for myself, on behalf of my participating minor child/children (if any) and as authorized agent for and on behalf of all other participants in my Tour booking party. I understand this Document is legally binding on me and all Tour participants. *

***If you do not agree to the electronic signing process, and instead prefer to manually sign a printable version, please contact Macs Adventure at hello@macsadventure.com to obtain a paper copy to sign and mail these documents to Macs Adventure Ltd. via U.S. Mail.**

Participant Signature

Trent Pitsenbarger

Participant: Trent Pitsenbarger

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