

Sarqit ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT

I _____ have read the course description and voluntarily enroll in _____ (course) offered by **Sarqit Outdoor Living School**. In consideration of the services of **Sarqit Outdoor Living School**, its agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (collectively referred to herein as **Sarqit**), I hereby agree on behalf of myself, my children, my parents, my heirs, successors, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in this activity provided by **Sarqit** entails known and unanticipated risks which **COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH**, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of this activity. **THESE RISKS MAY INCLUDE, AMONG OTHER THINGS**, burns, objects in eyes, potential for slips and falls, pinches, scrapes, scratches, bruises, sprains, lacerations, fractures, concussions and/or other injuries. Other risks may include transportation to, from and during the activity, getting lost, lightning, drowning, Guardia or any other injury associated with water, chance of getting caught in an avalanche or any type of cold or hot weather injury, including frost bite and hypothermia, heat stroke or exhaustion or even more severe life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, animal attacks and associated diseases. **In addition to the risks listed above, there may be risks specific to this activity which may include, among other things, those described on attached Exhibit A if attached.**

2. I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THIS ACTIVITY. My participation in this activity is purely voluntary, and I elect to participate notwithstanding the risks.

3. I RELEASE AND FOREVER DISCHARGE Sarqit FROM ANY CLAIMS OR LIABILITY FOR ANY INJURIES, DEATH, DISABILITIES OR PROPERTY LOSS OR DAMAGE I MAY SUSTAIN WHILE PARTICIPATING IN THIS ACTIVITY WITH Sarqit EVEN IF ARISING OUT OF THE NEGLIGENCE OF Sarqit. This release, however, does not extend to loss or damage arising out of intentional acts or from the gross negligence of **Sarqit**.

4. I HEREBY VOLUNTARILY AGREE TO INDEMNIFY (*to pay or reimburse Sarqit for money it is required to pay including attorney fees and costs*) **AND HOLD HARMLESS Sarqit FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY OR MY USE OF Sarqit EQUIPMENT OR FACILITIES, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF Sarqit.**

5. SHOULD Sarqit OR ANYONE ACTING ON THEIR BEHALF, BE REQUIRED TO INCUR ATTORNEY'S FEES AND COSTS TO ENFORCE THIS AGREEMENT, I AGREE TO INDEMNIFY (*to pay or reimburse Sarqit for money it is required to pay including attorney fees and costs*) **AND HOLD THEM HARMLESS FOR ALL SUCH REASONABLE ATTORNEY'S FEES AND COSTS.**

6. I also agree I shall be financially responsible for any expenses incurred or damages suffered by me or any other participant as a consequence of my personal acts or omissions while participating in this activity.

7. I UNDERSTAND THAT OUTDOOR ENVIRONMENTS MAY HAVE A NEGATIVE EFFECT ON MY PERSONAL, PHYSICAL, AND EMOTIONAL HEALTH. IF I AM TAKING MEDICATIONS OR HAVE CERTAIN HEALTH CONDITIONS SUCH AS ASTHMA, ANAPHYLAXIS, DIABETES, HEART DISEASE, HIGH BLOOD PRESSURE, SEIZURE DISORDERS, PREGNANCY, OR ANY OTHER MEDICAL CONCERN, I ASSUME THE RESPONSIBILITY TO CLEAR MY PARTICIPATION IN THIS ACTIVITY WITH A QUALIFIED MEDICAL PROVIDER AND WILL INFORM STAFF OF ANY MEDICAL CONCERNS SUCH AS THOSE MENTIONED ABOVE.

8. I certify that I have adequate health insurance to cover any injury or damage I may suffer while participating in this activity. **I further certify that I have no medical or physical conditions which could interfere with my safety or the safety of others in this activity.** I hereby give permission for transportation to any medical facility or hospital and I authorize any qualified medical provider to render necessary emergency medical care.

9. In the event that I file a lawsuit against **Sarqit**, I agree to do so solely in the State of MichiganMichigan, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict of law rules of that state.

10. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

11. I fully realize and accept the responsibility to myself and to the other participants to carry out all activities according to Sarqit procedures and in a safe and prudent manner.

12. I agree that I have had sufficient opportunity to read this entire document and to ask questions. I have read and understood it, and I agree to be bound by its terms. Furthermore, I understand that by signing this I am surrendering certain legal rights.