

## **WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, MEDIA RELEASE AND INDEMNITY AGREEMENT**

**WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE STONE ADVENTURES, LLC, ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS (COLLECTIVELY, THE "RELEASED PARTIES"). DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.**

IN CONSIDERATION of the Released Parties allowing me to participate in any and all rock climbing recreational activities, tours or events in which Stone Adventures is providing (the "Activities"), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement"):

1. Acknowledgement. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Activities; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.
2. Assumption of Risk. I understand and acknowledge the physical and mental rigors associated with the Activities are inherently dangerous and represent an extreme test of a person's physical and mental limits and condition. I understand that participation in the Activities involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles, or natural or manmade objects; dangers arising from adverse weather conditions; imperfect conditions existing on the property where the Activities take place; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the organizers of the Activities; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (the "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activities, or the acts, inactions, or negligence of the Released Parties. **I HEREBY EXPRESSLY ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR ANY DAMAGES, LIABILITIES, LOSSES, OR EXPENSES, WHICH I INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES.**
3. Compliance With Rules and Safety Instructions. I agree to be familiar with and to abide by all rules, regulations and safety instructions established for the Activities in which I participate. I also accept sole responsibility for my own conduct and actions while participating in these Activities and the condition and adequacy of any equipment that I might own and supply in conjunction with those Activities.
4. General Release: Indemnification. I hereby release, waiver, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Released Parties, together with the organizers, promoters, sponsors, advertisers, hosts, venue and property owners upon which the Activities take place, law enforcement agencies and other public entities providing support for the Activities, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense, including court costs and reasonable attorney's fees of any kind or nature ("Liability") which may arise out of, result from, or relate to: (a) my participation in the Activities and transportation to or from such Activities, including claims for Liability caused in whole or in part by the negligence of the Released Parties, and (b) the use of my Publicity Rights (defined below) by the Released Parties as set forth in Section 7 below. I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which any may be incurred as a result of such a claim.
5. **SECTION 1542 Release: I hereby expressly waive any and all rights and benefits conferred myself by the provisions of Section 1542 of the Civil Code of California Code and of any law, regulation or provision of any code of civil procedure of any other jurisdiction within or outside the United States which is similar, comparable, or equivalent to Section 1542, which provides as follows:**

*"Section 1542: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor."*

6. Other Warranties. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians,

heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

7. Publicity Rights. I hereby grant permission to the Released Parties to take photographs and/or videos of me and to publish, broadcast, copy, edit, market, exploit and use my name, likeness, voice, image and likeness in such videos and photographs (collectively the "Publicity Rights") throughout the universe, in perpetuity in any and all media now existing and hereafter devised. I also hereby release and discharge the Released Parties from any liability whatsoever, including without limitation claims for invasion of privacy, defamation of character or any alteration, distortion or illusionary effect, in connection with said use. I agree that I shall not be entitled to any right of attribution or credit for my Publicity Rights. I hereby waive any right that I may have to inspect or approve the finished product or any material that may be used in connection therewith or the use to which it may be applied or any right of further compensation or royalties for the use thereof.

8. Miscellaneous. This Agreement constitutes the entire agreement between myself and the Released Parties, with respect to the subject matter hereof and supersedes all prior understandings, communications, and agreements between them, written or oral, regarding such subject matter. This Agreement shall not be modified, nor shall any provision hereof be waived or amended, except by a written amendment duly executed by Stone Adventures, LLC and myself. A waiver of any provision hereof with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. If any provision hereof shall be held to be invalid or unenforceable, then such provision shall be reformed to the extent necessary to make such provision valid and enforceable when so applied. This Agreement shall be construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed therein, without regard to conflicts of laws provisions. The parties hereby irrevocably consent to the state and federal courts in San Bernardino County, California as the sole and exclusive jurisdiction to adjudicate any disputes arising between the parties under this Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Agreement as of the date first set forth below.

NAME OF PARTICIPANT (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

Parental Consent (required if the participant is less than 18 years of age) As the parent or legal guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor's participation in the Activities and release of Publicity Rights. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

NAME OF PARENT/LEGAL GUARDIAN (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_