

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Guineafowl Adventure Company LLC

Read this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("Release") carefully and in its entirety. It is a binding legal document agreement that contains a release of legal rights.

Express Assumption of Risk Associated with Hiking and Related Activities

I acknowledge that I have voluntarily elected to participate in the Guineafowl Adventure Company LLC ("Company") hiking trip ("Hiking Trip") including transportation. I hereby affirm and acknowledge that I am aware of the inherent hazards and risks associated with hiking in mountains and hilly and other challenging terrains, transportation of persons and equipment related to the activities, and traveling to and from activity sites, in which I am about to engage. These inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Falling, causing broken bones severe injuries to the head, neck and back which may result in severe impairment or even death.
3. All "act of nature," including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
4. Risks associated with crossing, climbing or down-climbing of rock, snow and/or ice.
5. Risks associated with river crossings, fordings, or portaging.
6. Possible equipment failure and/or malfunction of my own or others' equipment, which may have been rented, borrowed, or personally owned.
7. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of the Company, including but not limited to operator failure.
8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
9. Attack by or encounter with insects, reptiles, and/or animals.
10. Accidents or illness occurring in remote places where there are no available medical facilities.
11. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident
12. My sense of balance, physical coordination, and ability to follow instructions.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

Without limitation on any of the foregoing, I voluntarily accept all risk of personal injury, illness, death and property damage, resulting from my participation in the Hiking Trip. In consideration of being permitted to participate in the Hiking Trip, I, on behalf of my spouse, family members, heirs, survivors, executors, and personal representative(s), agree to assume all the risks and responsibilities of my participation in the Hiking Trip, including transportation and any activities incident thereto, and I hereby release, waive, discharge, hold harmless and covenant not to sue Guineafowl Adventure Company LLC, its members, managers, directors, officers, agents and employees, representatives, or volunteers (collectively "Releasees"), with respect to any and all liability for any harm, injury, damage, cost or expense of any nature whatsoever, including but not limited to suffering and death, which may incur to my person or property, whether caused by the negligence or carelessness of the Releasees or otherwise, while traveling or participating in any activities associated with the Hiking Trip.

Health and Safety:

I am aware of all applicable personal medical needs. I acknowledge and agree that the Company is not obligated to attend to any of my medical or medication needs, and I therefore assume all risk and responsibility for such needs. There are no health-related reasons or problems that preclude or restrict my participation in the Hiking Trip.

Release of Liability, Waiver of Claims and Indemnity Agreement:

In consideration for being permitted to participate in any way in transportation, hiking and related activities of the Hiking Trip I hereby agree that the Releasees shall in no manner be liable for any bodily injury, disability, emotional distress, property damage and/or wrongful death, arising out of or in any way related to the Hiking Trip and I hereby, now and forever release the Releasees from and against any causes of action, claims or demands of any nature that may result from or be connected in any way to my participation in the Hiking Trip ("Claims"). I further agree not to sue and agree to indemnify and hold harmless the Releasees from any Claims. It is also my express intent that that this Release shall bind my spouse, family members, heirs, guardians, legal representatives, and assigns.

By signing this Release, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Release.

This Release shall be interpreted under and governed by the laws of The Commonwealth of Massachusetts. I agree that should any provision or aspect of this Release be found to be unenforceable, all remaining provisions of the Release will remain in full force and effect. I agree that should there be any dispute arising from or related to my participation in the Hiking Trip or this Release that would require the adjudication of a court of law, venue will lie in Suffolk County, Massachusetts, and the cause of action will be determined by the laws of The Commonwealth of Massachusetts.

By signing below, I hereby confirm that I have read this Release in its entirety, understand it, and sign it voluntarily.

Signature

Date

Print Full Name:

FOR PARTICIPANTS OF MINORITY AGE (less than 18 years old):

By signing below I certify that, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, I hereby confirm that I give her/him my permission to participate in the Hiking Trip and that I have read and accept on my child's behalf and for myself, my spouse, my family members, heirs and assigns, this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement in its entirety, understand it, and the risks inherent in participation in the Hiking Trip and other risks that neither the Company nor I nor my child are aware of, and sign it voluntarily.

Signature of Parent/Guardian

Date

Print Full Name of Parent/Guardian: