

PARTICIPANT AGREEMENT

INCLUDING RISK ASSUMPTION, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT

*This Agreement affects your legal rights! Please read **BOTH PAGES** carefully. Please ask if you have any questions.*

For participating in this Virtual Climb, I (meaning me or my minor child, as applicable) agree to the following:

- 1. ACTIVITIES AND RISKS:** Activities may include but are not limited to hiking in a mountainous, wilderness, or remote environment, often at altitude, in light or dark; traveling in vehicles; socializing; and meeting at a resort, lodge, or other location ("Activities"), individually and collectively, as the context may require. Participating may be physically, mentally, and emotionally challenging. Risks include but are not limited to challenging terrain; inclement weather; falling objects; equipment failure; slips and falls; fatigue; heat- or cold-related injuries; musculoskeletal injuries, such as sprains, strains, or fractures; blisters and cuts; serious wounds; altitude illness; allergic reactions; exhaustion; animal encounters, including ticks and mosquitoes that can spread diseases; dehydration; getting disoriented or lost; poor judgment and decision-making; head injuries; heart attack or respiratory distress; shock; spine injuries; loss of limb; disability; and even death. I recognize that the Jen's Friends Hill Climb is virtual for 2020 due to the COVID-19 pandemic. Should I or any member of my party contract COVID-19 as a result of or due to my participation in the Virtual Hill Climb, I agree to hold Jen's Friends harmless for such injury. Many other risks, injuries, and illnesses, including unknown or unanticipated ones, exist.
- 2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK:** I freely acknowledge and assume all risks, inherent or otherwise, inconvenience, harm, injury, loss, disability, or death that may occur to me, or any person, or my or any property, arising directly or indirectly from, or related in any way to, at any time, my participating in any way with this Virtual Climb or the Activities—including free time and travel to or from the Activities—even if caused by me, other participants, or the negligence of the Virtual Climb Organizers, Jen's Friends Cancer Foundation, its owners, board, employees, volunteers, or contractors, or others. I fully assume the risks of using any equipment or property provided. I acknowledge that I am attending **AT MY OWN RISK. Jen's Friends Cancer Foundation, may assist Virtual Climb Organizers but is in no way responsible for the Virtual Climb or the Activities. I am responsible for my own preparedness and well-being at all times.** This includes researching the event, knowing the area, and bringing proper gear. Virtual Climb Organizers cannot and do not guarantee safety or eliminate all risks. If my minor child participates, I agree that I or another legal guardian will accompany the child. Virtual Climb Organizers are not obligated to, and may not know how or be able to, provide medical care. If I am injured, I give permission for others, including Virtual Climb Organizers, to administer first aid, seek medical assistance, or call my emergency contact, as needed. This Agreement shall apply to the fullest extent allowed by law to any claim whatsoever because of first aid treatment or services rendered to me, even if caused by the negligence of Virtual Climb Organizers or others. I assume all costs of any medical services provided to me, including any costs associated with evacuation. For activities on federal lands, to the extent required by law as determined by a court of competent jurisdiction, acknowledgement and assumption of risks is limited to assuming only inherent risks.
- 3. LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT:** I forever release (meaning I agree not to sue), indemnify (meaning I agree to pay or reimburse, including damages, costs, settlements, and attorney's fees), hold harmless, and defend the Virtual Climb Organizers, Jen's Friends Cancer Foundation, its owners, directors, employees, members, agents, representatives, insurers, volunteers, contractors, and all persons or entities affiliated with it or acting on its behalf, the land/property owners or managers, and municipal or government providers of use permits, and their respective employees, officers, and directors, individually and collectively, as the context may require ("Released Parties"), from any and all liabilities, claims, causes of action, and demands that arise in any way from, or are in any way related to, at any time, any inconvenience, injury, death, loss, damage, or harm to me, to any other person, or to any property, in connection, directly or indirectly, with my participating in the Activities or travel to or from the Activities. THIS INCLUDES CLAIMS FOR THE NEGLIGENCE OF THE RELEASED PARTIES, OTHERS, OR MYSELF, WRONGFUL DEATH, STRICT LIABILITY FOR ABNORMALLY DANGEROUS ACTIVITIES,

BREACH OF CONTRACT, AND ANY OTHER TYPE OF SUIT. The indemnification includes claims brought against the Released Parties by or on behalf of me or others (including my child as the participant or otherwise). This Agreement is intended to be enforced to the fullest extent that the law permits only and does not include claims of willful or wanton acts or omissions, grossly negligent acts or omissions, reckless acts or omissions, intentionally wrongful conduct, or any other liabilities not permitted under New Hampshire law. For activities on federal lands, to the extent required by law as determined by a court of competent jurisdiction, the release and indemnity provisions are limited to claims arising from my acts or omissions.

4. INDEPENDENT CONTRACTORS

I understand and agree that the Virtual Climb Organizers do not control any contractors providing services for the Virtual Climb and do not assume responsibility for their actions.

5. USE OF YOUR LIKENESS

During the Activities I may be photographed, videotaped, or captured in other media. To the fullest extent allowed by law, I waive all rights of publicity or privacy, pre-approval, or compensation that I have for any likeness of me or use of my name in connection with such likeness. I grant to the Virtual Climb Organizers and to Jen's Friends Cancer Foundation, permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any reasonable purpose.

6. SEVERABILITY AND ENTIRE AGREEMENT

If a court or other appropriate authority finds any part of this Agreement to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any invalid provision shall be modified or partially enforced, as the case may be, to the maximum extent permitted by law to carry out the purpose of the Agreement. This Agreement is the entire agreement. I waive any claims I might have for breach of contract or warranty for statements or representations made outside this Agreement.

7. APPLICABLE LAW; FORUM; ATTORNEY'S FEES

The laws of the State of New Hampshire (not including its choice-of-law or conflict-of-law rules or laws that apply or might apply the laws of another jurisdiction) shall exclusively govern this Agreement and any dispute. I consent to jurisdiction in New Hampshire and agree that any suit, mediation, or arbitration arising from or in any way related to this Agreement shall be filed and occur only in the State of New Hampshire. Any suit shall be filed exclusively in the Carroll County Superior Court in Ossipee, NH or in the US District Court for the District of New Hampshire. If I contest the validity of this Agreement and do not prevail, I agree to pay all attorney's fees and costs of litigation.

By signing below, I ACKNOWLEDGE ON BEHALF OF MYSELF OR (TO THE EXTENT THE LAW ALLOWS AND AS APPLICABLE) MY MINOR CHILD, THAT I HAVE READ AND UNDERSTOOD AND VOLUNTARILY AGREE TO THIS ENTIRE PARTICIPANT AGREEMENT (and as applicable that my child has read it or I have explained it to my child) and that it shall bind, to the extent the law allows, my (and as applicable my minor child's) heir(s), estate(s), executor(s), representative(s), subrogee(s), administrator(s), and/or guardian(s).

_____	_____	_____
SIGNATURE (Participant)	DATE	PRINTED NAME

If Participant is under 18 years of age or otherwise a minor, signatures of all parents/legal guardians are required:

_____	_____	_____
SIGNATURE (Adult Legal Guardian #1)	DATE	PRINTED NAME

_____	_____	_____
SIGNATURE (Adult Legal Guardian #2) (if any)	DATE	PRINTED NAME