

AGREEMENT TO ASSUME ALL RISKS, NOT TO SUE & TO INDEMNIFY

Please read this contract carefully. It releases Front Royal Outdoors, LLC from liability and waives certain rights.

In consideration of being permitted to participate in an outdoor recreation experience with Front Royal Outdoors, LLC d/b/a Front Royal Canoe Co (hereinafter "Front Royal Outdoors"), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the "Agreement"):

1. Acknowledgement of Dangers and Risks: I understand, acknowledge, and agree that participating in an outdoor recreation experience facilitated by Front Royal Outdoors, which may include unguided and guided tubing, paddleboarding, kayaking, canoeing, rafting, hiking, camping, glamping, lodging, equipment rentals, and related transport by or with Front Royal Outdoors (hereinafter collectively and individually the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated, altered, or controlled by Front Royal Outdoors, the presence of which are integral to the adventurous nature of the Activity. I contractually agree that the following dangers and risks that could cause physical or emotional injury or death are inherent to the Activity, but that the list of inherent risks is not exhaustive – I understand and acknowledge that there are many other dangers or risks associated with the Activity not listed below:** **a) Risks associated with unguided and guided tubing, paddleboarding, kayaking, canoeing, rafting, and being around or in water, including:** falling into water; water immersion including drowning; jolting or jarring resulting in contact with hard objects including natural features, watercraft equipment, and the body parts of others; injurious contact with other watercraft, rocks, the bank, or other natural or manmade objects; capsizing or flipping watercraft; becoming tangled in ropes; getting trapped or caught beneath an overturned watercraft; being separated from watercraft; foot entrapment; trapped limbs; striking and/or becoming entangled with tree strainers or other objects in or under the water; being trapped by a hydraulic, swift current, undercut or other river feature; changing or unexpected natural or man-made water conditions; hazardous river conditions, including whirlpools, strong currents, eddy lines, large waves, and shallow water; injury resulting from jumping or diving from heights including cliff or rock jumping or diving; injuries caused by misjudging water depth or current; equipment malfunction; injury resulting from improperly rigged gear or equipment; failure to understand how to properly use or maintain equipment during a trip resulting in its failure or malfunction including helmets and personal flotation devices (PFDs); failure to understand and follow staff or guide instructions; prolonged exposure to cold water; hypothermia; physical over-exertion; mental or physical shock; slipping, tripping or falling around or from boats; burning associated with hot surfaces and sun; and errors in staff or guide judgment, or lapse in staff or guide skill; **b) Risks associated with fishing and being around or in water, including:** falling into water; water immersion, including drowning; falling into water with submerged hazards; bank collapse; exposure to fishing hooks and lines; injurious contact with your own fishing equipment or that of other participants; slipping, tripping, or falling while wading or walking in the water; **c) Risks associated with transport in a motor vehicle, including:** all commonly understood risks of riding in a vehicle including crashes and slipping, tripping or falling in or from vehicles; risks associated with riding in a vehicle in remote terrain on rural highways or backcountry roads; and lapse in driver judgment or skill; **d) General risks associated with participating in the Activity with other participants and relying upon staff, including:** all commonly understood risks of camping and lodging; slipping, tripping or falling, including while on Front Royal Outdoors premises; injury caused by campsite hazards such as tent lines and stakes, tent collapse, platform or deck collapse, and unsuitable tent-sites; steep and/or rough trail and off-trail conditions; exposure to falling from steep terrain or cliff edges; irregular or obstructed footing; allergen exposure; exposure to various dangerous or diseased wildlife or insects, including but not limited to black bear, bobcats, coyotes, and bee, wasp, ant, spider, tick, bat, rodent, or snake stings or bites; dangerous contact with domestic animals; exposure to dangerous or poisonous plants; harmful or toxic algal (algae) blooms; water and land pollution and debris; falling trees, rocks, or other natural or manmade objects; moving objects associated with extreme weather; changing weather, dangerously cold and hot temperatures, wind, hail, lightning, heavy rain, storms, and other adverse weather conditions; wildfire; flash flood; earthquake; landslides; rock-fall; mudslides; dangerous water crossings; discharge of weapons in or near the area of Activity; wildfire or uncontrolled camp or kitchen fire; burns or burning associated with campfires, cook stoves, hot food and/or beverages, hot surfaces, and sun exposure; exposure to food allergens; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens; flying man-made objects such as balls, frisbees, gear, or equipment; all manner of outdoor injuries or ailments including head or brain injury, spinal injury, paralysis, broken bones, burns, internal injury, sickness or disease; exacerbation of Participant's own health condition(s); hypothermia, sunburn, heatstroke, dehydration, and hyponatremia; physical or psychological shock or trauma; over-exertion; strenuous activity; fatigue; dizziness or disorientation; lack of access to immediate medical care due to remote location; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, boats, or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; lack of or inadequate shelter; getting lost; mentally or physically unstable, negligent or criminal trip participants; errors in guide or staff judgment or lapse in guide or staff skill; and mental, physical, or emotional injury or distress from exposure to any inherent risks associated with the Activity. I understand that Front Royal Outdoors has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in section 1 above, that may result in physical or emotional injury, property damage, or death.

3. Participant's Responsibilities and Representations: I represent that I am physically and mentally capable of participating in the Activity and acknowledge and agree that it is my sole responsibility to determine if any known or unknown health condition I may have could negatively impact my safety or health during the Activity. I understand that Front Royal Outdoors reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the river trip. I understand the importance of all safety instructions given to me, whether in writing, visually, or verbally, and agree to follow all guide or staff instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with Front Royal Outdoors the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I understand that I am responsible for truthfully disclosing and notifying Front Royal Outdoors of any risk to me or other participants associated with my own mental or physical conditions. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume drugs or alcohol during the Activity, I will bear sole responsibility for myself and for any damages I may cause to Front Royal Outdoors, its property or to other guests. I understand that paddling my own watercraft carries heightened and additional risks to those assumed by a Participant in a guided boat and that the inherent risks of the trip are heightened and enhanced by the fact that the watercraft by which the Participant will be traveling will not be controlled by an experienced guide who is familiar with the river, the rapids on a river, and the dynamic nature of river conditions. I

acknowledge that when paddling my own watercraft all risks inherent to traveling by watercraft are heightened, and the risk of injury or death is correspondingly higher. I acknowledge and agree that any and all equipment rented from or provided by Front Royal Outdoors may malfunction, fail, not fit properly, or otherwise not function as intended. I acknowledge and agree that although a personal flotation device (PFD), helmet, or other safety equipment may be provided, this equipment is no guarantee of my safety, and such equipment may not protect me from all injuries, including the types of injuries that the PFD, helmet, or other safety equipment is designed to prevent. I further understand that not all conceivable safety equipment may be provided in all situations, and that I will provide any safety equipment I deem necessary or advisable for the activity. I agree that if I choose to use my own equipment, I am responsible for its use, condition, and maintenance. I understand that Front Royal Outdoors requires the use of a PFD while in/on a watercraft, in the water, or around the shore. I agree to return all equipment on the agreed upon date in the same condition as when received, and to pay for any equipment lost, damaged or stolen. I acknowledge that cellular telephone service is not always available during the Activity, and I expressly assume all risk associated with the lack of emergency communication availability. I am not relying on any prior oral, written, or visual representations made by Front Royal Outdoors, including in any website or promotional materials, to induce me to participate in the Activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

4. Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for Front Royal Outdoors' agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE FRONT ROYAL OUTDOORS, LLC**, its affiliated companies, parents, and subsidiaries, or any of their respective owners or managers, board members, volunteers, agents, employees, representatives, shareholders, officers, directors, private landowners over whose land I may travel, affiliated organizations or companies, insurance carriers, successors in interest, and assignees (each hereinafter a "Released Party") for any property damage, injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity. This waiver of the right to sue is not intended to apply to claims arising solely out of any Released Party's negligence.

5. Agreement to Indemnify: I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the undersigned Participant and/or a third party arising in whole or in part from Participant's participation in the Activity. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings a claim for injury or damage against any Released Party, undersigned will be required to pay back to each and every Released Party or Parties all sums of money incurred by or paid by or on behalf of the Released Party or Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

6. Medical Authorization, Release, and Indemnification: I hereby a) authorize the Released Parties to undertake any emergency medical care for Participant; b) authorize any Released Parties and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; c) agree that, following Participant's transport to any such medical facility or hospital, the Released Parties shall not have any further responsibility for Participant; d) agree to pay all costs associated with the medical care and related transportation provided for the Participant; and e) shall indemnify and hold harmless (as set forth in section 5, above) any Released Party from any and all liability and/or claims associated with such medical care and/or related transportation.

7. Application of Agreement to Minor Participants: In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my own behalf, but that I am signing on behalf of the minor, and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and I sign this document out of a desire to have the Participant be allowed to participate in the Activity. I represent that I am a **legal** parent or guardian of the minor Participant and authorized by law to execute a legally binding contract on behalf of the minor, and I will indemnify the Released Parties for any damage caused to them if this representation is false.

8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, and personal representatives, and those of the minor Participant.

9. Agreement to Arbitration: Any claim by any party to this agreement, except indemnification claims, arising out of my participation in the Activity shall be submitted to arbitration before filing any lawsuit with any court. Three arbitrators, including one neutral, shall be utilized. They shall decide: 1) the enforceability of this Agreement; 2) whether any claims brought by the Participant or on the Participant's behalf are precluded as a matter of law by this Agreement; and 3) whether any injuries and damages claimed by the Participant or on the Participant's behalf arise out of inherent risks of the Activity contractually assumed by the Participant. I agree to abide by the arbitrators' decision, and refrain from pursuing damages by way of civil lawsuit, if it is determined by the arbitrators that those claims are prohibited by this Agreement. I understand that by agreeing to the arbitration described above I am waiving my right to a jury trial on the issues to be determined in arbitration.

10. Selection of Forum: I agree that the exclusive jurisdiction for any and all claims directly or indirectly arising from or related to this Agreement that are not subject to arbitration pursuant to Paragraph 9 is the Warren County, Virginia, Circuit Court.

11. Miscellaneous Provisions: I agree that Front Royal Outdoors may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of Front Royal Outdoors. If any sentence, clause, paragraph, or section of this Agreement is declared unenforceable, the remainder shall continue in full force and effect, and I expressly agree that I intend that it be admissible as evidence in any lawsuit arising out of my participation in the Activity. This Agreement can be modified only in writing, and it supersedes and replaces any prior Acknowledgement of Risk I have signed. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that Front Royal Outdoors is not a common carrier.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD MAY OTHERWISE HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.

Signature

Printed Full Name

Date

If signing on behalf of a minor, printed full name of minor Participant: _____