

PARTICIPANTS' EXPRESS ASSUMPTION OF RISK RELEASE & WAIVER

PLEASE READ CAREFULLY :

1. **Who is bound by this Agreement.** This "Agreement" (meaning the Participants' Express Assumption of Risk, Release & Waiver) is entered into between the "**Participants**" (meaning my family, including minor children, and me, as well as my heirs, assigns, agents, and other representatives and all other persons or entities claiming under, by, or through me) and "Four Winds" (meaning Sweet Medicine Nation, an individual, and Four Winds Foundation and its affiliates, predecessors, successors, heirs, assigns, officers, directors, agents, employees, and other representatives).
2. **What is the purpose of this Agreement.** I understand that outdoor recreational activities do involve risk and I am aware of the risk and dangers inherent in the activities in which my family, including minor, children, and I may participate. I understand that my family and I have requested to join activities and services sponsored, arranged, or provided by Four Winds, and that we have also requested to enter the use Four Winds' properties, equipment, and facilities. I understand that Four Winds is willing to grant such requests so long as I assume full responsibility for myself and the other Participants for all harm, injuries, or damages which may arise during or in connection with our use of these "**Activities and Property**" (meaning the activities, services, properties, equipment, and/or facilities provided, sponsored, or arranged by Four Winds). I understand that the intent of this Agreement is to release Four Winds from and against any blame or liability for any injury, misadventure, harm, loss, inconvenience, or damage suffered in connection with any Activity or Property.
3. **Express Assumption of Risk.** Participants understand and agree to assume all "**Risks**" (meaning all risks and dangers, including but not limited to any bodily injury, death, or loss of personal property and expenses that may arise in connection with any Activities or Property) and hereby represent that Participants are in good health with no mind or body conditions that might affect the ability of any Participant to safely and healthfully undertake or use the Activities or Property.
4. **Release and Waiver.** In consideration of Four Winds' sponsorship, arrangement, or provision of activities, services, property, equipment, or facilities, Participants hereby fully and forever release and shall hold harmless Four Winds from any and all "**Claims**" (meaning claims, demands, counterclaims, controversies, damages, judgments, awards, and right of action or causes of action whatsoever, whether known or unknown, present or future, direct or indirect which Participants could claim to have upon or against Four Winds by reason of any matter, cause or thing whatsoever, including, without limitation, any matter, cause or thing arising out of or in connection with any Activity or Property). This Express Assumption of Risk and Release of liability also acts as a waiver for any protection that may be afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to Claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release of liability.
5. **MUTUAL JURY WAIVER & LIMITATION OF REMEDIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOUR WINDS AND PARTICIPANTS EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION CAUSE OR ACTION OR COUNTERCLAIM ARISING UNDER OR IN ANY

WAY RELATED TO THIS AGREEMENT, AND UNDER ANY THEORY OF LAW OR EQUITY, WHETHER NOW EXISTING OR HEREAFTER ARISING. Four Winds and Participants further agree that aggrieved party's remedy (in connection with any lawsuit, action, or Claim not otherwise released pursuant to paragraph 4 above) shall be limited to a breach of contract action and any resulting damages are limited to actual and direct damages, and each party waives special, punitive, exemplary, incidental, and consequential damages. The parties hereto further stipulated and agree that this Agreement does not constitute an admission or acknowledgement by any party of any liabilities, past present or future, owed by any party to any other party.

6. **Photo and Video Release.** By signing at the bottom of this form, I hereby grant free permission for Four Winds Foundation to use images and videos of my family and me participating in their Activities for the website, Facebook page, brochures, videos, and flyers.

No, I do not grant permission [] (Please keep in mind that showing people what we do in the form of photographs and videos is a helpful means for attracting interest in our Activities.)

Print names and ages of all Participants _____

(If any minors, please state relationship) _____

I acknowledge that, having read and understood the Agreement, by signing this Agreement on my & my family's behalf (my family including minor children), that I freely and voluntarily surrender valuable rights. I further hereby give permission to Four Winds or an adult associate to sign for medical treatment for any Participant.

Signature (Individually & as parent or guardian) _____ **date:** _____

Signature (Individually & as parent or guardian) _____ **date:** _____

Street Address: _____

City, State, Zip Code _____

Telephone _____

Email Address _____

Emergency Contact & Telephone _____

Relevant Medical & Insurance Information _____

Four Winds Foundation _____ **date:** _____

Sweet Medicine Nation _____ **date:** _____