

**CLIMAX REVIVAL, A DIVISION OF CARNER REAL ESTATE SERVICES INC.
CARNER'S CABIN, SHERPA SERVICES & PACK BURRO PICNICS**

**WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY
AND INDEMNITY AGREEMENT**

I (Client) (referred herein as "I", "me", "myself"), hereby acknowledge that I have voluntarily chosen to participate in the activity of backcountry hiking and services provided by Pack Burro Picnics (herein referred to as "PBP"), Carner Real Estate Services, Inc, dba Climax Revival (any one, or combination of or all of which are referred to herein as the "OUTFITTER"),

1. I acknowledge and agree that my participation in PBP is purely voluntary. I understand that PBP will take place outdoors without protection from the elements, including direct sun, rain, wind, and other elements. I fully understand that PBP involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by their own actions, or inactions, those of others participating in PBP, the conditions in which PBP takes place, or the negligence of the Releasees named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and on behalf of myself, I fully accept and assume all such risks and all responsibility for losses, costs, and damages incurred by me.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

3. PBP reserves the right, in their sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond the control of PBP or the other Releasees that might affect the health and/or safety of participants. No refunds will be granted.

4. I willingly agree to comply with the stated and customary terms and conditions. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS OUTFITTER, their officers, shareholders, managers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises or equipment used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

6. The use of stock animals includes an inherent risk associated with their use and therefore precautions will be taken including a pretrip orientation to mitigate those risks.

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7. COVID-19: By signing this Waiver, I acknowledge the contagious nature of the SARS-CoV-2 virus (the "novel coronavirus") and voluntarily assume the risk that I, on behalf of myself, and, if applicable, my Ward, may be exposed to or infected by the novel coronavirus by attending and/or participating in PBP, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to the novel coronavirus or persons with the COVID-19 disease at PBP may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other Participants or any Releasee. I knowingly and voluntarily agree to comply with and adhere to all necessary and required COVID-19-related safety and risk mitigation practices during my attendance and participation in PBP, whether communicated verbally or in writing. Such practices may include, but are not limited to: (i) recognized social distancing practices (i.e. maintaining 6 feet of space between myself and other individuals); (ii) wearing a proper face mask; and (iii) washing hands and/or using hand sanitizer frequently and avoiding touching of the face. I acknowledge and agree that my, or my Ward's, compliance with these safety and mitigation practices is not only for my own benefit but also for the benefit of other Participants and the Releasee parties at PBP. I voluntarily assume the risk that I, on behalf of myself, and, if applicable, my Ward, may be exposed to the novel coronavirus or persons with the COVID-19 disease as a result from a failure to comply with such practices.

Further, notwithstanding the foregoing, I agree that I will neither attend nor participate in an Event if I have: (i) tested positive for COVID-19; (ii) shown any symptoms of COVID-19; or (iii) have been in close contact with a person known to have COVID-19 (or any known symptoms thereof).

I understand and agree that any bodily injury, death or loss of personal property and any expenses thereof as a result of my negligence, of my family or minor children participating in any scheduled or unscheduled activities as contemplated herein are my responsibility.

I understand and agree that the activities of hiking in the backcountry with stock involves numerous risks of injury and possible death that are my responsibility and I fully assume these risks, including but not limited to loss of control, collisions and/or obstacles whether they are obvious or not.

I understand that I may encounter variations in terrain and weather that are my responsibility and I assume these risks including but not limited to creeks, water bridges, traveled and un-traveled roads, marked and unmarked trails, wild animals, stumps, forest growth, debris, rocks, cliffs, Acts of God and other obstacles whether they are obvious or not, man-made or natural.

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I understand that I am solely responsible for any and all bodily injury, death or loss of property and any expense thereof as a result of traveling to, from, or between scheduled or unscheduled activities contemplated hereby or connection with any activity or function of Outfitter, whether or not such transportation is provide by me or by Releasees.

I understand and agree that any route or activity, chosen as a part of the PBP in which I and/or my family am/are participating may not be the safest but has or will be chosen for its interest, challenge, or best meeting the goals or the services for which I am contracting.

I understand that the activities that I am participating in may be photographed or video recorded solely for Releasees' promotional purposes.

AS LAWFUL CONSIDERATION FOR BEING PERMITTED BY OUTFITTER TO PARTICIPATE IN THE ACTIVITIES OF BACKCOUNTRY HIKING, BACKPACKING, AND INTERACTING WITH STOCK, I DO HEREBY RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PERSECUTE, AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OUTFITTER, INCLUDING ANY OF ITS EMPLOYEES, OWNERS, CONTRACTORS, AGENTS, PBP OPERATIONS, LLC, AND THE UNITED STATES FOREST SERVICE, FOR ANY INJURY OR DEATH CAUSED BY OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES DESCRIBED ABOVE, WHETHER OR NOT SUCH INJURY OR DEATH WAS CAUSED BY THEIR NEGLIGENCE OR FROM ANY OTHER CAUSE.

This contract shall be legally binding upon me, my heirs, my assigns, my legal guardians and my personal representatives. I have carefully read this agreement and fully and completely understand its contents. I am aware that I am releasing certain legal rights that I, my family, or my minor children may otherwise have, and I enter into this contract in behalf of myself and/or my family or minor children voluntarily and of my own free will.

NOTICE: THIS IS A RELEASE OF LIABILITY. DO NOT SIGN OR INITIAL THE RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS. IF UNDER EIGHTEEN (18) YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS ALSO REQUIRED. I HAVE READ THIS RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

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Today's Date: _____

1 Adult signature per Liability Agreement - Minors signed by parent on same
page

Signature: _____ Printed Name: _____