AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY

Please read this contract carefully. It releases Astoria Park Conservancy from liability and waives certain rights.

In consideration of being permitted to participate in an outdoor recreation experience with Astoria Park Conservancy, a Wyoming Nonprofit Corporation, (hereinafter, "Astoria"), 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 Astoria, which may include the use of the nature based community park, facilities, grounds, and any of the pools (including mineral-water pools, chlorinated water pools, and the cold plunge), use of pool-area amenities (including children's playground equipment, ADA remote-controlled pool access chairs, hammocks, and chaise loungers), guided hiking, snowshoeing, cross-country skiing, and participation in any programs or events (including service work, summer camps, swim lessons, school programs or field trips, wellbeing programs or classes, concerts, fundraisers, and private events), (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 I am a "recreational participant" under the Wyoming Recreation Safety Act (W.S. § 1-1-121, et seq.) and that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated, altered, or controlled by Astoria, 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 hot spring mineral water pools, chlorinated pools, cold plunges, and being around or in water, including:** slipping, tripping, or falling; falling into water; water immersion including drowning; slippery, wet, or icy surfaces; injurious contact with hard objects including natural features, the body parts of others, pool safety features or equipment, or other natural or manmade objects; striking and/or becoming entangled with chairs, chaise loungers, hammocks, playground equipment, flotation devices or other objects; injury resulting from jumping or diving; injuries caused by misjudging water depth; prolonged exposure to hot or cold water; hypothermia; mental or physical shock; burning associated with hot surfaces and sun; electrocution or electrical shock; waterborne bacteria, microorganism, amoeba, or other harmful organism exposure; burns or scalding temperatures; overheating, heat exhaustion, heat stroke, dehydration, dizziness, or fainting from prolonged heat exposure; cold shock response; elevated blood pressure and heart rate; hypothermia due to prolonged exposure; muscle cramping, reduced coordination and strength, and impaired swimming ability; skin irritation or allergic reaction; chemical exposure; aggravation of pre-existing cardiovascular, respiratory, circulatory, or musculoskeletal conditions; equipment malfunction; unsupervised pools; and errors in staff judgment, or lapses in staff skill; **b) Risks associated with the use of tools, facility amenities, playground equipment, and park grounds, including:** slipping, tripping or falling; rough or unmanaged paths or trail conditions; irregular or obstructed footing; uneven terrain; rough surfaces; rodent holes; falling into river, ponds, or other water feature from shore; injurious contact or falling from playground equipment; equipment or tool malfunction; collision or injurious contact with natural or manmade objects, including tools, equipment, or facility's natural or manmade features; slippery, wet, or icy surfaces, paths, or trails; and errors in staff judgment, or lapses in staff skill; and **c) Risks associated with hiking, cross-country skiing, and snowshoeing, including:** slipping, tripping or falling; loss of balance; dizziness and/or vertigo; fatigue; slick or uneven walking surfaces; unmaintained or rough trail; variations in terrain; exposure to steep terrain; trail and ledge side drop offs; exposure to falls, (including from heights); path and/or trail obstructions and other unmarked or obscured hazards in the outdoor environment; being struck by or striking objects; exposure to falling rock, ice, or other objects; collisions with trees, natural and man-made objects, exposed or hidden boulders, rocks, holes, stumps, trees, tree roots, and cliffs; unstable or loose rock, ice, snow, or other terrain; existing, changing, or otherwise dangerous snow, ice, rock and/or trail conditions; exposure to negligence or hazards created by other recreationists in the area of the activity; poor or varying visibility; high altitude and altitude sickness; dangerous snow conditions snow immersion, including falling into a tree well, and suffocation; avalanche; whiteout conditions; difficulty with route finding and/or getting lost; lack of or inadequate shelter; **d) General risks associated with participating in the Activity with other participants and relying upon staff, including:** slipping, tripping or falling; allergen exposure; exposure to various dangerous or diseased wildlife or insects, including but not limited to, mule deer, elk, moose, grizzly bears, black bears, mountain lions, wolves, coyotes, bighorn sheep, birds of prey, 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 algae blooms; water and land pollution and debris; exposure to invasive species mitigation chemicals; falling trees, rocks, or other natural or manmade objects; moving objects associated with extreme weather; changing weather, dangerously cold and hot temperatures, wind, hail, snow, lightning, heavy rain, storms, and other adverse weather conditions; wildfire; flash flood; earthquake; landslides; rockfall; mudslides; avalanche; dangerous water crossings; discharge of weapons in or near the area of Activity; burns or burning associated with uncontrolled fires, 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, pathogens, or microorganisms; flying manmade objects such as balls, frisbees, protective swim gear, children's pool toys, 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, frostbite, heatstroke, dehydration, hyponatremia, and altitude sickness; physical or psychological shock or trauma; overexertion; strenuous activity; fatigue; dizziness or disorientation; lack of access to immediate medical care; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, boats, or aircraft; dangerous contact with vehicles or bicycles in or around property, including parking lots; theft or loss of personal belongings on or off property, including from your personal vehicle; failure or lack of communication equipment; inadequate or malfunctioning equipment; lack of or inadequate shelter; getting lost; mentally or physically unstable, negligent or criminal participants; errors in staff judgment or lapses in staff skill; and mental, physical, or emotional injury or distress from exposure to any inherent risks associated with the Activity. I understand that Astoria 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 the importance of all safety instructions given to me, whether in writing, visually, or verbally, and agree to follow all 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 Astoria the risks of participating in the Activity and my assumption of those risks. I understand that I am responsible for truthfully disclosing and notifying Astoria 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 Astoria, its property or to other guests. If I am an adult accompanying minors, I agree that I shall adequately supervise them at all times, and that I take full responsibility for any minors I am supervising. I acknowledge and agree that any and all equipment provided by Astoria, including but not limited to, children's float devices, protective swim gear, and ADA remote controlled chairs, may malfunction, fail, not fit properly, or otherwise not function as intended. I acknowledge that Astoria staff engaged in activities away from the main park headquarters may not carry or utilize satellite communications devices. I expressly agree that Astoria shall have no duty to utilize communications technology of any kind, including satellite technology, and I expressly assume all risk associated with the lack of any such communications. I am not relying on any prior oral, written, or visual representations made by Astoria, 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. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for Astoria's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE ASTORIA PARK CONSERVANCY**, its affiliated companies, parents, and subsidiaries, or any of their respective owners or managers, board members, volunteers, agents, employees, contractors, representatives, shareholders, officers, directors, 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. By signing this Agreement, I am releasing any right to make a claim or file a lawsuit against any Released Party. 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, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract, premises liability, and/or express or implied warranty claims, (but not gross negligence, recklessness, or willful misconduct).

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, including claims based on negligence or any other cause of action except gross negligence. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, including claims for negligence or any other cause of action except for gross negligence, 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.

_____ Initials

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 Application of Wyoming Law and Selection of Forum: I agree that any and all claims directly or indirectly arising from or related to this Agreement, including any and all tort or contract claims arising from my participation in the Activity shall be governed by Wyoming law, and that the exclusive jurisdiction for any claim shall be in the District Court, Ninth Judicial District, Teton County without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

10. Miscellaneous Provisions: I agree that Astoria may utilize my photograph or video of me participating in the Activity for any purpose, and that any such image is the property of Astoria. 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 Agreement to Assume All Risks 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 any subcontractors or other vendors utilized by Astoria during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care.

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: _____

_____ Initials