

PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS
LIABILITY RELEASE AND INDEMNITY AGREEMENT

Please read this entire Acknowledgment and Assumption of Risks & Liability Release and Indemnity Agreement (hereafter "Document") carefully before signing.

In consideration for participant being permitted to participate in the activities of Berridge Programs LLC, and its affiliates, subsidiaries, successors, and related entities, and each of these entities' organizers, guides, leaders, chaperones, staff, owners, local partners, suppliers, directors, nominees, assigns, designees and any and all other persons or entities associated with it, including subcontractors (hereafter individually and collectively "Berridge Programs"), I the participant acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Participating (whether simply attending, observing or actively participating) in educational, instructional, and recreational activities includes risks. These activities can occur in various locations. Activities which may be led by Berridge Programs staff, subcontractors or others include, but may not be limited to: walking (city, country and coastal/beach) hiking, swimming (life-guarded beaches only) cooking, being around open flame (such as campfires, fireplaces and cookers), physical performance and/or dance, a variety of games, classes and group initiatives, climbing natural and historical structures (such as rocks, bunkers, lighthouses, windmills), residing in and visiting historical buildings, and transportation in buses (collectively referred to in this Document as "Activities"). Activities may be scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during the participant's free time. I acknowledge that the inherent and other risks, hazards, and dangers (collectively referred to in this Document as "risks") of the Activities can cause injury, damage, death or other loss to the participant or others.

It is impossible to know or list every risk associated with every Activity. Risks will depend on the program. Some, but not all, of the risks I (or my child) may encounter include:

1. Weather, environmental, and surface and subsurface conditions in an outdoor environments that are unpredictable and dangerous, including risks associated with travel on trails or routes that may not be maintained, controlled, or marked; lightning; falling or fallen timber; steep or slippery terrain; rain; hail; unstable or loose rock; wild or domestic animals; stinging, venomous and/or disease carrying animals, insects or microorganisms; and other natural and man-made hazards and dangers; Risk of exposure to an unknown pathogen or mosquito or tick borne pathogen. etc
2. Participant's mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the Activities includes risks. Although Berridge Programs will review participant's submitted medical information, Berridge Programs cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition;
3. Risks associated with Berridge Programs staff or its contractor's decision-making, judgments, and warnings, which are often based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to error. These include the risk that a staff member may misjudge an individual's capabilities, health, or

fitness level, or misjudge terrain, weather, location and conditions, water-level, some aspect of instruction, medical treatment, the character and propensities of an animal, or how best to react in certain circumstances;

4. The risk that equipment or gear may be misused, may not fit, or may break, fail, or malfunction. This includes participant's personal equipment, Berridge Programs equipment, or other equipment (whether purchased, borrowed, or rented). Participants choosing to bring and use their personal equipment (including any safety gear), assume full responsibility for choosing appropriate equipment and for the fit and condition of this equipment.

5. Risks associated with interactions with, and reliance on, Berridge Programs, other participants, or unknown third parties, including the careless or reckless behavior of other people, the possibility of inadvertent touching or unwanted sexual advances, and personal disclosure and/or interaction with co-participants;

6. Risks of traveling in foreign countries, including being transported to and from activities by bus, van, on undeveloped, rough, and unpredictable terrain, including roads, bridges, and other infrastructure; the risks of driver error either by individuals affiliated with a third-party carrier or drivers of other vehicles; the risk of vehicle malfunction and encounters with terrorism, war, kidnapping, political unrest, riots, and other forces or harm; and

7. Risks associated with participants having free and/or independent time before, during, and after Activities. At all times, all participants share in the responsibility for their own wellbeing. These risks can result in participants: falling partway or to the ground or into the water; being struck by, colliding with or impacting objects or people; experiencing vehicle collision, weather conditions or increased exertion; becoming lost or disoriented; and suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold-related illnesses; dehydration; drowning; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns; illnesses (including contracting animal/insect borne or contagious diseases); infections; cuts or wounds; or other injury, damage, death or loss.

I (participant and/or parent of a minor participant) acknowledge and agree:

- To honestly and accurately complete all Berridge Programs registration forms (including medical forms) and obey all rules and policies;
- To disclose to Berridge Programs any mental, physical or emotional conditions or limitations which may affect participant's ability to participate, and represent that participant is fully capable of participating without harming him or herself or others;
- Berridge Programs representatives are available if I have further questions about the Activities or the associated risks;
- Berridge Programs contracts with individuals or organizations that are independent contractors (not employees or agents of Berridge Programs) to provide or conduct some of the services and Activities participants will engage in. Berridge Programs does not supervise or control these contractors and is not legally liable or responsible for their conduct;
- The information provided above is not complete, other unknown or unanticipated activities, risks, and outcomes may exist, and Berridge Programs cannot assure participant's safety or eliminate any of these risks;

- If participant is borrowing or renting new or used equipment from Berridge Programs, the equipment comes "AS-IS," and Berridge Programs disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose), regarding the equipment;
- Participant is voluntarily participating with knowledge of the risks. Therefore, participant assumes and accepts full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of the Activities and for any injury, damage, death or other loss suffered by participant, resulting from those risks, including the risk of participant's own negligence or other misconduct.

LIABILITY RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I agree as follows:

1. To release and agree not to sue Berridge Programs, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with my enrolment or participation in the Activities. I understand I agree here to waive all claim/s I may have against Berridge Programs, legally bind my estate and any family member, heir, or other party bringing claim/s and agree that neither I, nor anyone acting on my behalf, will make a claim against Berridge Programs as a result of any injury, damage, death, or other loss suffered by me;
2. To defend, hold harmless, and indemnify ("indemnify" meaning protect by reimbursement or payment) Berridge Programs with respect to any and all claim/s:
 - a. brought by or on behalf of me, my participating child, spouse or other family member/s, or my/my child's heir/s or estate for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the Activities; and/or
 - b. brought by a co-participant or any other person for any injury, damage, death, or other loss to the extent caused by my/my child's conduct in the course of participating in the Activities, or, brought by a medical care provider, insurer, or other third party as a result of medical care provided to the participant before, during, or after the Activities, including transportation and evacuation costs.

This Release and Indemnity Agreement includes claim/s of or resulting from Berridge Programs's negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment, or treatment), property damage, loss of consortium, breach of contract, or any other claim.

I agree that California substantive law (without regard to its "conflict of laws" rules) exclusively governs this Document, any dispute I/my child have with Berridge Programs, and all other aspects of my/my child's relationship with Berridge Programs, contractual or otherwise. I also agree that any legal proceeding must be filed only in the state court located in the County of San Diego, California which will be the sole jurisdiction and venue for any legal proceeding relating to or arising out of the Activities, this Document or otherwise. Before filing a lawsuit, I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable California mediator. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If a court or any other appropriate authority finds any portion of this Document to be invalid, all other portions of this Document will remain in full force and effect and binding upon the parties.