

FIND YOUR PATH, LLC 2019 EXPEDITION PROGRAMS

CONSENT, WAIVER, AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of the undersigned participant's (the "**Participant**") participation in any expedition program (the "**Program**") of Find Your Path, Inc. (referred to as Find Your Path Utah, and in this document as "**FYP**"), the participant's parents/legal guardians (the "**Parents**") execute this Consent, Waiver and Release of Liability, and Indemnification Agreement (the "**Agreement**").

1. **Acknowledgements and consent.** Parents and Participant acknowledge that participation in a Program is purely voluntary. Parents acknowledge that **FYP** is permitting the Participant to participate in a Program in consideration for the Parents' execution of this Agreement, which includes, among other things, a **release of claims** against **FYP** as an entity and its past and present directors, employees, and agents, in both their individual and professional capacities (collectively, the "**Released Parties**") for any and all injuries, damages, or losses of any kind or nature relating to or arising out of a Program. Parents voluntarily consent to Participant's participation in all aspects of a Program, including the activities described in the itinerary, and which is attached to this Agreement as Exhibit A (the "**Itinerary**"), but which is subject to change as Released Parties deem necessary and appropriate, in their discretion. **Parents and Participant attest that they have carefully reviewed the Itinerary.**

2. **Consent to medical care and release of information as necessary.** In the event Participant is ill, injured, or otherwise needs medical attention, Parents consent to Released Parties authorizing reasonable and appropriate medical treatment for Participant at a hospital, doctor's office, or by emergency medical service providers. Parents agree to bear the cost of all medical expenses incurred by Released Parties on behalf of Participant, in Released Parties' discretion. Parents also authorize medical professionals to disclose to Released Parties any personal and health information relating to Participant, including information that would otherwise be protected from unauthorized disclosure by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), that said medical providers deem necessary to allow Released Parties to make informed decisions about treatment of Participant. Parents acknowledge that this authorization is effective for the duration of a Program unless Parents sooner revoke it in writing, that any such revocation will not apply to information that has already been released, and that information disclosed pursuant to this authorization may potentially be redisclosed by the recipient and will no longer be protected by HIPAA.

3. **Responsibilities of Participant and Parents.** It is Parents' responsibility to supply Participant with any medications, clothing, equipment, and supplies that Participant will or may require during a Program and to maintain medical and other insurance sufficient to protect themselves from financial loss in the event of injury or loss to Participant or caused by the Participant in connection with a Program. It is Participant's responsibility to be informed, behave prudently and safely at all times, not engage in inappropriate conduct (such as, for example, unauthorized absences from activities on the Itinerary), fully comply with all applicable laws, policies, and rules, heed instructions of supervisory personnel, and take all precautions to avoid unsafe conditions. Parents and Participant acknowledge that the Participant is subject to, and will be held accountable for violations of, the rules and regulations of **FYP** and any company or organization that may be involved in a Program.

4. **Assumption of Risk.** Programs pose risks, some of which are known and foreseeable and others of which are not. These risks cannot be eliminated, altered or controlled and can be the cause of injury, illness, death or damage to belongings. Parents affirm and represent that they have evaluated the risks, voluntarily elect to permit Participant to participate in spite of them, and understand that any activities that Participant takes part in on a Program will be considered to have been undertaken with

the consent and understanding of the risks involved. **Parents hereby assume all risks of property damage, personal injury, or death that may result from Participant's participation in the Program.**

5. **Release and Waiver of Liability; Covenant Not to Sue.** In consideration of FYP permitting Participant to participate in a Program, Parents, individually and on behalf of Participant, hereby **forever release, acquit, and discharge Released Parties from all present and future liability** from any and all claims, demands, or causes of action (including costs and attorney's' fees), and any responsibility for any accident, illness, injury, death, loss, or any other damage, arising from or in any way connected to Participant's participation in a Program, including, without limitation, those claims arising in whole or in part from the the **negligence of one or more Released Parties** or the intentional misconduct or negligent acts or omissions of Participant, any other participant on a Program, or any other third-party. Parents also agree that they will not sue Released Parties for money damages, personal injury, property damage, or any other loss sustained by Participant related in any way to the Program, even if due to the **negligence of one or more Released Parties**. However, Parents do not waive any claims arising from Released Parties' gross negligence or intentional misconduct.

6. **Duty to Indemnify.** Parents, individually and on behalf of Participant, agree to defend, indemnify and hold harmless Released Parties from all claims, lawsuits or demands made by anyone arising from or relating to Participant's involvement with a Program, including, but not limited to, claims alleging the **negligence of one or more of Released Parties**; claims that may be brought by or on behalf of the Participant (or his or her heirs or assigns), in light of his/her status as a minor; and claims against Released Parties for harm or damage to persons or property alleged to have been caused by Participant. However, Parents are not required to indemnify Released Parties for Released Parties' gross negligence or intentional misconduct.

7. **Miscellaneous.** This Agreement shall be governed by Utah law, and its provisions are intended to be as broad and inclusive as is permitted by Utah law. If any portion of this Agreement is held invalid, the balance shall still continue in full legal force and effect. This Agreement is binding on the undersigned's heirs, successors, assigns, and representatives. All duties and obligations of Parents and Participant hereunder shall be joint and several.

EXHIBIT A

The Expedition Programs include:

- **Climbing Tween Tour**, June 9 - 14, 2019
 - Climbing instruction led by Utah Mountain Adventures, Inc.
 - Camping at Spruces Campground in Big Cottonwood Canyon
- **Camp Wasatch**, June 10 - 14, 2019
 - Camping at Spruces Campground, Big Cottonwood Canyon
- **Backpacking Tween Tour**, June 16 - 21, 2019
 - Camping at Granite Flat Campground for three nights (Sun, Mon, Thu)
 - Backpacking to Silver Lake and Silver Glance for 2 nights (Tue, Wed) in American Fork Canyon
- **Camp Wasatch**, June 17 - 21, 2019
 - Camping at Granite Flat Campground, American Fork Canyon
- **Paddling Tween Tour**: June 23 - 28, 2019
 - Camping at Vernal, UT KOA one night (Sun - Mon)
 - Rafting Gates of Lodore (Green River) with OARS Company, Inc for three days and two nights (Mon - Wed)
 - Camping and hiking in Dinosaur National Monument (Wed - Fri)

**** PLEASE SIGN AND RETURN THIS FORM. ****

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AND INDEMNIFICATION AGREEMENT**

We were given ample time to review this agreement. We read it carefully and understand that it is a contract between ourselves and Find Your Path Utah pursuant to which we give up legal rights. We sign it freely and voluntarily without any inducement. We have had the opportunity to consult with legal counsel prior to signing if we chose to do so.

Student First & Last Name (print)

Student Signature

Date

Parent/Guardian First & Last Name

Parent/Guardian Signature

Date

Find Your Path Utah Expedition Program Behavioral Agreement

By signing below, we acknowledge that we understand that all Find Your Path Utah rules apply during the Expedition Programs. We understand that these rules prohibit, by way of example and not limitation, possession or use of illegal drugs, alcohol, or tobacco, as well as participation in any other inappropriate or dangerous activity. Violation of any Find Your Path Utah rule may result in consequence, up to and including, termination of the undersigned participant's (the "Participant") participation in the program. **We understand that if the Participant is sent home for disciplinary reasons, we will bear the cost of any and all additional expenses, including the cost of transportation.**

Student First & Last Name (print)

Student Signature

Date

Parent/Guardian First & Last Name

Parent/Guardian Signature

Date