

HIKING WITH DEAN

ASSUMPTION OF RISK AND LIABILITY WAIVER

I represent that I am in good physical health and capable of participating in the hike I have chosen to attend. I understand that during my participation in a Hiking With Dean outing ("Event"), I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Event and cannot be eliminated without destroying the unique character of the Event. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ("Injuries and Damages") from exposure to the hazards of travel and Dean Fields has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes, or activities of other persons, animals, plants, Organizers, Co-Organizers, Event Hosts, Members and assistants or third parties, either as a result of negligence or because of other reasons. I acknowledge that the enjoyment and excitement of hiking is derived in part from the inherent risks in outdoor activity and these risks contribute to the enjoyment and are a reason for my participation. I understand that risks of such Injuries and Damages are involved in hiking and other adventure travel such as Dean Fields' Events and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this Event there may not be rescue or medical facilities, first aid, or the expertise necessary to deal with the Injuries and Damages to which I may be exposed.

In consideration for my acceptance as a participant on these Events, and the services and amenities to be provided by Dean Fields in connection with these Events, I confirm my understanding that:

I have read any rules and conditions applicable to the Event made available to me; I will pay any costs and fees for the Event; and I acknowledge my participation is at the discretion of Dean Fields.

The Event does not include carpooling, transportation, or transit to and from the Event, and I am personally responsible for all risks associated with this travel.

If I decide to leave early and not to complete the Event as planned, I assume all risks inherent in my decision to leave and waive all liability against Dean Fields arising from that decision. Likewise, if a leader has concluded the Event, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against Dean Fields arising from that decision.

I understand that Dean Fields reserves the right to exclude from the trip any person he judges to be incapable of meeting the rigors of participating in the activities or who refuses or is unwilling to follow the directives of the hike leaders.

This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY Dean Fields, his agents, assistants and other leaders from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of Dean Fields his agents, assistants and other leaders, in any way connected with this Event. I further agree to HOLD HARMLESS Dean Fields, his agents, assistants and other leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the Event. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Event.