Tracker Certification
CyberTracker North America

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

Please read this contract carefully. It releases TRACKER CERTIFICATION and others from liability and waives certain rights.

In consideration of being permitted to participate in a wildlife tracking or trailing course with TRACKER CERTIFICATION, a nonprofit corporation, d/b/a TRACKER CERTIFICATION NORTH AMERICA, d/b/a TCNA and its evaluators and course hosts (hereinafter collectively "TCNA"), 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 a course or program facilitated by TCNA and any course host or evaluator, which may include animal tracking, hiking, and wilderness travel (hereinafter collectively and individually the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.** I understand, acknowledge, and agree that I am a "recreational participant" pursuant to 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 or controlled by TCNA, 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:

- slipping, tripping or falling;
- natural and man-made changes in landscape;
- steep, rough, or unmaintained trail conditions;
- path and/or trail obstructions;
- variations in terrain;
- unstable or loose rock or other terrain;
- trail and ledge side drop-offs;
- allergen exposure;
- exposure to various dangerous or diseased wildlife or insects, including but not limited to deer, bison, elk, moose, bears, mountain lions, wolves, coyotes, badgers, bees and wasps, spiders, ticks, bats, or snakes;
- dangerous contact with domestic animals;
- exposure to dangerous or poisonous plants;

• falling trees 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;
• rock-fall;
• mudslides;
• avalanche;
• dangerous water crossings;
• discharge of weapons in or near the area of Activity;
• wildfire or uncontrolled camp fire;
• burns or burning;
• exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens;
• exposure to urban/industrial environments including gravel or sand excavation sites, roadsides, under bridges and over-passes, or urban parks;
• exposure to broken glass, hypodermic needles, open pits, sharp objects, unstable/impaired members of the general public, and traffic;
• 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;
• mental or physical shock;
• physical or psychological trauma;
• overexertion;
• strenuous activity;
• fatigue;
• dizziness or disorientation;
• high altitude sickness;
• lack of access to immediate medical care due to remote location;
• inadequate or incorrect medical care;
• poorly executed or failed rescue attempts;
• dangerous contact with rescue vehicles, boats, or aircraft;
• failure or lack of communication equipment;
• inadequate or malfunctioning equipment;
• lack of shelter;
• getting lost;
• mentally or physically unstable, negligent or criminal co-participants;
• errors in host or evaluator judgment or lapse in host or evaluator skill;
• and mental, physical, or emotional injury or distress from exposure to any of the above.

I understand that TCNA 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 paragraph 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. I understand the importance of all safety instructions given to me, whether in writing, visually, or verbally, and agree to follow all instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research the risks of participating in the Activity and my assumption of those risks. I understand that I am responsible for truthfully disclosing and notifying TCNA 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 understand that I must be fully physically and mentally prepared, including with appropriate equipment and emergency gear, to keep myself safe and comfortable, TCNA has no duty to evaluate my preparedness. I agree that I am solely and fully responsible for myself in this regard, but that TCNA reserves the right to remove me from the Activity for any reason, including reasons related to preparedness or safety. I understand that I am solely and fully responsible for making my own choices regarding transportation and carpooling to and from the Activity sites, and that TCNA shall have no liability regarding those choices. I understand that hosts, evaluators, volunteers, and assistants may not be sufficiently medically trained to render assistance to me in the event of an emergency or injury, and TCNA shall have no duty to render medical assistance. If TCNA hosts or evaluators choose to render medical assistance, I contractually agree and direct they shall be deemed a good Samaritan as a matter of law and waive any right to claim that they had a duty to competently render medical assistance. I acknowledge that, in order to preserve the wilderness experience, TCNA may not utilize satellite communications devices for the purpose of seeking emergency assistance or for receiving warnings or related information that could impact safety during the Activity, from any source. I expressly agree that TCNA 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 information. I am not relying on any prior oral, written, or visual representations made by TCNA 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 TCNA's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE TRACKER CERTIFICATION**, its affiliated companies, partners, and subsidiaries, or any of their respective owners or managers, board members, volunteers, agents, employees, contractors, representatives, officers, directors, hosts, evaluators, assistants, and private landowners over whose land I may travel, 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 and/or express or implied warranty, (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.

6. 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 I will indemnify the Released Parties for any damage caused to them if this representation is false.

7. 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, distributors, heirs, next of kin, executors, and personal representatives, and those of the minor Participant.

8. 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 under this Agreement, shall be governed by Wyoming Law, and that the exclusive jurisdiction for any claim shall be in the Park County, Wyoming District Court in the United States of America, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis. I contractually agree that Park County, Wyoming is a reasonable forum, notwithstanding that I may be participating in the Activity within another state and that any incident or injury that I may suffer may occur outside of Wyoming. I waive any right to argue that Wyoming is not an appropriate or reasonable forum for a lawsuit arising out of my participation in the Activity, or that Wyoming law should not apply to any claim I may bring.

9. Miscellaneous Provisions: I agree that TCNA may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of TCNA. If any sentence, clause, paragraph, or part 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. 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 TCNA during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that TCNA is not in a joint venture with any such vendor or subcontractor. To the extent there is any conflict between this Agreement and any other similar agreement I may sign with a course host, this document shall control with respect to the conduct or liability of TCNA.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MAY OTHERWISE HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.