

Take a Hike with the Biggest Losers ~Release Form

Take a Hike with the Biggest Losers Participation Agreement

To All Release Parties Participants:

THE FOLLOWING IS A LEGAL DOCUMENT. Please read it carefully and make sure you understand it before signing. If you have any questions, please consult an attorney. Please understand that you will not be allowed to participate in the trip if you do not sign this agreement or if there are any changes to this agreement.

Disclosure

We want you to have an enjoyable backpacking experience. However, we also want to make sure you are fully informed about the possible dangers of this trip. Backpacking trips are, by their nature, somewhat risky. The same elements that contribute to the unique character of backpacking, such as being outdoors for extended periods and enjoying the natural elements, can cause loss or damage to equipment, injury, illness or in extreme cases, permanent trauma or death. We don't want to dampen your enthusiasm for the trip, but we do want you to know in advance what to expect and to be informed of the various risks.

A hiking trip such as the one you are considering taking could involve many hazards, including the following: Medical care may be unavailable for days at a time. The guides have no medical training, and it is unlikely that any other participants will have medical training. Cellular telephones and other communication devices may not function or may be out-of-range during the trip. This trip will be very strenuous. You could have a heart attack, injure your back, break a bone, strain muscles or otherwise injure yourself. Evacuation, if necessary, will be long and difficult. You may not arrive at a hospital for several hours or days based on the injuries and your location. Exposure to the natural elements, such as heat, cold, wind, lightning, and rain, can be uncomfortable or harmful. You may encounter poisonous or dangerous plants, insects or animals. Trails are often steep, rocky or slippery. You might trip over rocks, stumps or other debris, or slip and fall. All foods and drinks must be carried along during the trip and therefore may not be plentiful or fresh. Meals may be prepared over gas stoves or open fires, which can cause severe burns. You may suffer from sunburn, dehydration, altitude sickness, frostbite, hypothermia, heat exhaustion, heat stroke, heat cramps, diarrhea, or blisters. Lack of running water, lack of proper hygiene facilities, eating meals out-of-doors, and being in the open for the extended length of the trip can be uncomfortable or cause injury. Some or all of your equipment could break, wear-out or be lost. It is also possible that some participants could suffer mental anguish or trauma from the experience or their injuries.

In spite of these potential dangers, we believe that our proposed trip will be fun and exciting, and we hope that you will join us. If you wish to participate in the trip, you must agree to be bound by the terms of the following agreement. Please read it carefully, fill-in the blanks, sign it and return it to us.

Agreement

I have read and understand the above statement on some of the risks that might be involved in these activities, and I have considered other risks that might occur as well. I assume full responsibility for any and all risks of this trip. I understand that I am responsible for my own safety during the trip.

I certify that I have previous hiking experience and that I am fully capable of safely participating this trip. Although I may be somewhat overweight, I am generally in good physical condition. I do not have any medical or physical condition that would affect my ability to meet the physical demands of this trip. I do not regularly take (or keep available in case of emergency) prescription or over-the-counter medications except the following:

(list medications or write "none").

I understand that I am responsible for bringing adequate supplies of these medications. I understand that certain medications require controlled environments, such as refrigeration or storage between a specified range of temperatures, and that it may not be practical to maintain medications in such controlled conditions during the trip. I agree that I am responsible for making alternative arrangements with respect to any medications that I may need.

I assume full responsibility for any injury or loss of property that I may suffer and any expenses that I may incur directly or indirectly related to or arising out of this trip, including without limitation, those resulting from my negligence, negligence of another participant, or the negligence of my instructor(s), facility through which I participate, nor the owners or operators of said facility, nor Gigi Rock Productions, LLC nor their affiliates and subsidiary corporations, nor any of their respective employees, officers, volunteers, staff, agents, contractors, sponsors, suppliers, or assigns (hereinafter collectively referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this program or any competition or as a result of the negligence of any party, including the Released Parties, whether passive or active, including any failure to follow all applicable rules. .

I have adequate health, disability and life insurance, and I acknowledge that the Released Parties does not provide accident or medical insurance. **I have attached legible copies of both sides of my medical insurance card: Yes 0 No 0 (check one).**

I hereby agree to indemnify that neither my instructor(s), facility through which I participate, nor the owners or operators of said facility, nor Gigi Rock Productions, LLC nor their affiliates and subsidiary corporations, nor any of their respective employees, officers, volunteers, staff, agents, contractors, sponsors, suppliers, or assigns (hereinafter collectively referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this program or any competition or as a result of the negligence of any party, including the Released Parties, whether passive or active, including any failure to follow all applicable rules hold Release Parties, harmless from any and all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in this trip. I hereby release, acquit and covenant not to sue Release Parties for any and all actions, causes of action, claims and

damages, of whatever kind or character, relating to this trip, including those arising directly or indirectly from my negligence or the negligence of Release Parties or of another participant in this program. In short, I cannot sue Release Parties for any injury or loss I may suffer, and if I do, I cannot collect any money. I hereby agree that if Release Parties is forced to defend any action, lawsuit or litigation caused or started by me, my executors or my heirs, I or my heirs or executors shall promptly reimburse Release Parties for all costs and expenses, including, without limitation, attorney fees, necessary to defend such action, lawsuit or litigation.

I hereby give permission for transportation to any medical facility or hospital, and I authorize any guide, any other participant or any available medical personnel to render emergency medical care to me as they may deem necessary or appropriate. I agree to pay for all costs and expenses associated with any medical care I may receive, including, if necessary, the cost of evacuation. I hereby authorize the release of any medical information, including information concerning my HIV or "AIDS" status, in the possession of Release Parties to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care of my behalf. I hereby waive any action or claim against Release Parties or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information.

I hereby agree not to use any illegal drugs during the trip, nor will I bring any illegal drugs with me during the trip.

I hereby authorize the use of my image in any photographs or video recordings taken before, during or after the trip for any purpose of Release Parties, as well as the use of my name. I agree that Release Parties may use and disclose (individually or as part of an aggregate measure) medical information gathered from or about me before, during or after the trip relating the impact of the trip on my health, including, without limitation, information relating to my weight, measurements and body composition. In addition, I agree to provide a testimonial to Release Parties if requested to do so.

I understand that the Release Parties makes no representations or warranties of any kind, express or implied, regarding the impact of this trip on my health, including, without limitation, no representation or warranty that I will lose weight or improve my body composition.

If a dispute arises from or relates to this agreement or the trip and if the dispute cannot be settled through direct discussions, I agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this agreement or the trip shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees.

This agreement may not be amended except by a written instrument signed by both guides. No oral statement will be effective to waive or change the terms of this agreement. The terms of this agreement shall continue and be in effect after the trip has ended

I have read this Participation Agreement, I understand it, and I agree to be bound by it.

Participant Name (print)

Address

Phone / Email

Contact person in case of emergency: Name / Phone

SIGNATURE