

AFTERSIGHT WAIVER AND RELEASE

THIS is a WAIVER, RELEASE AND INDEMNIFICATION (hereinafter "Agreement"), signed this ___ day of _____, 20____, by _____, (hereinafter referred to as "Participant");

WHEREAS, Aftersight, Inc. is, for the purposes of this Agreement, the Event Coordinator of this event (hereinafter referred to as "Event Coordinator"); and,

WHEREAS, Event Coordinator is a Colorado non-profit corporation that organizes educational, instructional, adventure, and/or recreation programs and activities. Participant desires to participate in the educational, instructional, adventure, and/or recreation programs and activities event (hereinafter referred to as "Event") being conducted by Event Coordinator and Event Coordinator is willing to allow Participant to participate in the Event under the specific terms and conditions of this Agreement;

NOW, THEREFORE, the Participant in consideration of receiving permission to participate in the Event, and in consideration of the services of the Event Coordinator and its officers, directors, employees, council of advisors, agents, volunteers (including medical advisors), representatives, affiliates, and its sponsors, donors and fundraisers, organizers, producers, vendors, property owners, and/or activity or service providers, and each of their respective owners, officers, directors, employees, agents, representatives, volunteers, affiliates, as well as all other persons or entities affiliated with any of them, I hereby covenant and agree as follows:

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

1. Participating (whether simply attending, observing, assisting, for example, as a volunteer, or actively participating) in Event Coordinator Events includes risks. These Events may include but are not limited to: hiking; teambuilding; socializing; use of any equipment, facilities or premises; and travel and transportation (for example) in vans, buses, cars, trucks and/or other vehicles; or by foot or by other means during activities or to and from activities during the Event (collectively referred to in this Document as "activities"). The Events may be organized or led by Event Coordinator's staff, volunteers or others and/or engaged in by participants independently.
2. Participant has knowingly and voluntarily chosen to engage in such activities with full knowledge and understanding of the potential dangers and risks and accepts such risks, including, by way of example, but not limitation: the dangers of collisions with pedestrians, vehicles, other participants, and fixed or moving objects; the dangers arising from surface hazards including rocks, stumps, trees, and collisions with natural and man-made objects, equipment failure, and inadequate safety equipment. Participant understands that

Participant had the opportunity to inspect the location, facilities, course, roads, pathways, route, and area prior to participating in the Event and Participant assumes the risk of all conditions encountered at the Event.

3. The following describes some, but not all of the risks:
 - a. Physical activity risks. Risks include moderate to challenging physical activity, including repetitive use of one's arms, legs or other body parts and lifting, cardiovascular exercise, which may require fitness and endurance. Activities can, among other things, cause surges in blood pressure and pulse rates, and participants can experience stress or anxiety because of a fear of heights, close proximity to others, trying new activities, reliance on another individual or other factors.
 - b. Risks present in an outdoor environment. Participants' travel may be subject to storms, including strong winds, rain, lightning, snow or ice; extremely hot, humid or cold weather or water and rapid and unpredictable weather changes and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable. Risks involved in judgment and decision making. Individuals, including participants, must make various judgments and decisions in changing environments which are, by their nature, imprecise and subject to error.
 - c. Physical condition risks. Risks include that the Participant or a Co-Participant, Event Coordinator, employee, contractor, volunteer or other person may misjudge the Participant's (or others) capabilities, health or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, terrain, water conditions or water level or route location.
 - d. Personal health and participation risks. The 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 these activities includes risks. Event Coordinator cannot anticipate or eliminate risks or complications posed by Participant's mental, physical (including fitness level) or emotional condition.
 - e. Risks associated with any outdoor or athletic activity. These risks include the risk that a Participant may overestimate his or her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks or trees or encounter other water/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; experience unpredictable animal behavior; fail to negotiate steep, uneven or difficult terrain; not control his or her speed or experience equipment malfunction.
 - f. Risks connected with geographic location. Some activities may take place a distance from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Although participant, producer/provider staff or volunteers or others may have access to wireless communication devices

(including cell or SAT phones), use of these communication devices in any location is unreliable and inconsistent.

- g. Equipment risks. These risks include the risk that equipment used in an activity may be misused, or may break, fail or malfunction. This includes Participant's personal equipment or Event Coordinator's equipment. 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 their equipment. Participant may be required to use a lifejacket, helmet or other safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.
- h. Risks regarding conduct. These risks include the risk that the Participant, or other participants or third parties may act carelessly or recklessly.

These and other risks may result in participants: falling partway or falling to the ground; being struck by, colliding with or impacting objects, people, vehicles, animals or the bottom of a water body; reacting to weather conditions or increased exertion; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause dehydration, hyponatremia, 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, wounds or other injury, damage, death or loss. Participant expressly agrees to participate at his/her own risk regardless of any disclosures or written approvals and continues to bear sole responsibility for their own safety.

4. PARTICIPANT HEREBY EXEMPTS AND RELEASES THE EVENT COORDINATOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, VOLUNTEERS, ASSIGNS, SERVANTS, DONARS, FUNDRAISERS, PRODUCERS, PROERPTY OWNERS, SERVICE PROVIDERS, SPONSORS, ORGANIZERS AND PROMOTING ORGANIZATIONS, PROPERTY OWNERS, AND LAW ENFORCEMENT AGENCIES THAT ARE IN ANY WAY CONNECTED WITH THIS EVENT AND THEIR RESPECTIVE AGENTS, OFFICIALS, EMPLOYEES AND ASSIGNS (COLLECTIVELY REFERRED TO AS RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR ACTIONS, OR CAUSES OF ACTION WHATSOEVER ARISING OUT OF ANY DAMAGE, LOSS OR BODILY INJURY OR DEATH TO PARTICIPANT OR DAMAGES TO THE PARTICIPANT'S PROPERTY WHILE ENGAGED IN THE BICYCLING ACTIVITIES CONTEMPLATED BY THIS RELEASE AND INDEMNIFICATION WHETHER SUCH LOSS, DAMAGE OR INJURY RESULTS FROM THE NEGLIGENCE OF EVENT COORDINATOR, AND RELEASEES OR FROM ANY OTHER CAUSE WHATSOEVER. PARTICIPANT ACKNOWLEDGES AND UNDERSTANDS THAT PARTICIPANT, PARTICIPANT'S HEIRS, SUCCESSORS, AGENTS, PERSONAL REPRESENTATIVES AND ASSIGNS SHALL NOT HAVE THE RIGHT TO SUE OR LOOK TO

EVENT COORDINATOR AND THE RELEASEES FOR RECOVERY OF ANY DAMAGE OR LOSS WHATSOEVER WHICH PARTICIPANT MAY SUFFER AS A RESULT OF THE ACTIVITIES CONTEMPLATED IN THIS RELEASE AND INDEMNIFICATION.

5. TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD THE EVENT COORDINATOR, EMPLOYEES, AGENTS, CONTRACTORS, VOLUNTEERS, ASSIGNS, SERVANTS, DONARS, FUNDRAISERS, PRODUCERS, PROERPTY OWNERS, SERVICE PROVIDERS, SPONSORS, ORGANIZERS AND PROMOTING ORGANIZATIONS, PROPERTY OWNERS, AND LAW ENFORCEMENT AGENCIES THAT ARE IN ANY WAY CONNECTED WITH THIS EVENT AND THEIR RESPECTIVE AGENTS, OFFICIALS, EMPLOYEES AND ASSIGNS, THE RELEASEES, HARMLESS AND FREE FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR LITIGATION OF EVERY KIND AND CHARACTER, INCLUDING THE COST THEREOF AND ATTORNEYS' FEES, ASSERTED BY ANY THIRD PARTY ON ACCOUNT OF BODILY OR PERSONAL INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH ANY ACT OF PARTICIPANT WHILE ENGAGED IN THE ACTIVITIES CONTEMPLATED IN THIS RELEASE AND INDEMNIFICATION.
6. Participant agrees that it is his/her sole responsibility to be familiar with the Event course and agenda, the Releasees' rules, and any special regulations for the Event and agree to comply with all such rules and regulations. Participant understands and agrees that situations may arise during the Event which may be beyond the control of the Releasees, and Participant must continually participate so as to neither endanger themselves nor others. Participant accepts responsibility for the condition and adequacy of their equipment, any equipment provided for their use, and their conduct in connection with this Event. Participant has no physical or medical condition which would endanger themselves or others if they participate in this event or would interfere with their ability to safely participate in this event.
7. Participant agrees, for themselves and their Heirs, Successors, and Assigns that the above representations are contractually binding, and are not mere recitals, and that should Participant or their Heirs, Successors, or Assigns assert a claim contrary to what Participant has agreed to in this Agreement, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. Participant consents to the release by any third party to Releasees and their insurance carriers of Participant's name and medical information that may relate solely to any injury or death that Participant may suffer arising from the Event.

8. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Event Coordinator has put in place preventative measures to reduce the spread of COVID-19; however, Event Coordinator cannot guarantee that you will not become infected with COVID-19. Further, attending the Event Coordinator's Event could increase your risk of contracting COVID-19. By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, and other participants may be exposed to or infected by COVID-19 by attending Event Coordinator's Event and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You expressly understand that the risk of becoming exposed to or infected by COVID-19 at Event Coordinator's Event may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, Event Coordinator officers, directors, employees, contractors, volunteers, and Event participants and their families. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself and others (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you may experience or incur in connection with your attendance at Event Coordinator or participation in Event Coordinator's Event ("Claims"). You hereby release, covenant not to sue, discharge, and hold harmless Event Coordinator, its officers, directors, employees, contractors, agents, volunteers, donors, sponsors, fundraisers, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You expressly understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Event Coordinator, its officers, directors, employees, contractors, agents, volunteers, donors, sponsors, fundraisers, and representatives, whether a COVID-19 infection occurs before, during, or after participation at any Event Coordinator Event.
9. Every term and provision of this Agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. The terms of this contract shall be governed by Colorado law.
10. Participant certifies that he/she has adequate insurance to cover any injury or damage Participant may cause or suffer while participating in the Event, and Participant agrees to personally bear any and all costs of injury or damage sustained while participating in the Event with Event Coordinator.
11. Participant authorizes Event Coordinator to record and edit into its Video/Photograph and related materials Participant's name, likeness, image, voice, interview, and performance. The Event Coordinator may use and authorize others to use all or parts of the Video or Photograph. The Event Coordinator shall own all right, title, and interest in and to the Video or Photograph, including the recordings, to be used and disposed of without limitation as the Person Filming shall in his or her sole discretion determine.

