

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for permitting my participation in the Camping Trip and related activities organized by Alyx Schwarz & Shoestring Adventures ("Alyx Schwarz & Shoestring Adventures"), of Chatsworth, California, I, the undersigned, agree to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Alyx Schwarz & Shoestring Adventures, or the employees, representatives or agents of Alyx Schwarz & Shoestring Adventures.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Alyx Schwarz & Shoestring Adventures for injury, loss or damage arising out of my or my family's use of or presence upon the facilities utilized by Alyx Schwarz & Shoestring Adventures, whether caused by the fault of myself, my family, Alyx Schwarz & Shoestring Adventures or other third parties.
3. I agree to indemnify and defend Alyx Schwarz & Shoestring Adventures against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Alyx Schwarz & Shoestring Adventures.
4. I agree to pay for all damages to the facilities of Alyx Schwarz & Shoestring Adventures caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.
6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Alyx Schwarz & Shoestring Adventures has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.
8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or

enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the Alternative Resolution Center (ARC) of Los Angeles in accordance with its Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____ Date: _____

Name Printed: _____

Address: _____

Telephone Number: _____

VOLUNTARY MEDIA RELEASE & WAIVER

As a further condition of my Participation in the Camping Trip, I grant Shoestring Adventures & Alyx Schwarz perpetual and non-revocable permission to use my name, photographs and video in which my image and likeness appears in connection with my Participation in the Camping Trip and further grant permission to display, publish, distribute, use, print and reprint such images and likeness, and the right to employ such images or likeness in advertising and promotions relating thereto, including any advertisements or media and electronic displays and transmissions thereof (herein "Likeness Rights").

I release Shoestring Adventures & Alyx Schwarz from any and all liability for damages for use in any manner or media of the Likeness Rights, and waive any and all claims and causes of action for damages for use of the Likeness Rights, including but not limited to: unauthorized use of my likeness, image, character or persona; violation of my right of publicity or privacy; and for copyright or moral rights infringement, defamation, or being cast in a bad light. I understand and agree that this Agreement is a full and final release covering all known and unknown and unanticipated injuries, debts, claims or damages to him that have arisen or may have arisen from any matters, acts, omission or dealings released in this agreement, including but not limited to the use of the photographs and Likeness Rights.

The undersigned acknowledges that he/she is aware that he/she may hereafter discover facts in addition to, or different from, those which he/she now knows or believe to be true, but it is his/her intention hereby, fully and finally and forever, to settle and to release any and all matters, disputes and differences, known or unknown, suspected or unsuspected, that do now exist, may exist or heretofore have existed with respect to those matters described herein. I expressly waive and relinquish any and all rights or benefits that I may now have, or in the future may have as to these matters released herein.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Signature: _____

Participant Name (print): _____ Date: _____