

Summit Exploring, LLC
WAIVER AND RELEASE OF LIABILITY

PLEASE READ AND UNDERSTAND THIS WAIVER BEFORE YOU SIGN

In consideration of the services provided by Summit Exploring LLC, its shareholders, directors, officers, employees, agents, volunteers, participants and all other persons or entities associated with or acting in any capacity on its behalf, I hereby agree to release, indemnify and discharge Summit Exploring LLC on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that climbing Mount Kilimanjaro in Tanzania entails known and unanticipated risks that could result in physical or emotional trauma, injury, paralysis, death or damage to myself, property and/ or third-parties. Although Summit Exploring LLC has taken reasonable steps to provide me with appropriate equipment and skilled guides, I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the hazards of travelling on uneven, mountainous terrain including slips and falls; being struck by rock fall, or other objects dislodged or thrown from above; the force of nature, including lightning, weather changes, avalanches, strong winds and extreme cold; the risk of falling off of ledges and rocks along the trail; the risks associated with being at altitude including altitude sickness and pulmonary or cerebral edema, risk of injuries sustained from a wild animal encounter, the risk of exposure to insect bites; the risk of cold or heat related injuries/illnesses including hypothermia and heat stroke; my own physical condition; and the physical exertion associated with this activity. Additional dangers may include the hazards of travelling in local transportation from the airport to the hotel and from the hotel to the trailhead and travelling in an airplane. I understand that the description of these risks is not complete and that other unanticipated inherent risks may occur. Furthermore, Summit Exploring LLC has a difficult job to perform. It seeks safety but is not infallible. Summit Exploring LLC might be unaware of my or another participant's fitness or abilities. Summit Exploring LLC might misjudge the weather or other environmental conditions. It may give incomplete warnings or instructions and equipment being used might malfunction. I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that Summit Exploring LLC has been available to more fully explain to me the nature and physical demands of this activity and the risks, hazards, and dangers associated with this activity.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Summit Exploring LLC from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of Summit Exploring LLC equipment or facilities including any such claims which allege negligent acts or omissions of Summit Exploring LLC.

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4. Should Summit Exploring LLC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. I understand that Summit Exploring LLC may contract with independent contractors to provide services on this trip or activity, including transportation, travel services and guide services. I understand that Summit Exploring LLC has no control over and accepts no responsibility for the actions of any independent contractor involved in providing services on the trip/activity.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Summit Exploring LLC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. If any part of this Agreement is deemed unenforceable, all the parts shall be given full affect to the extent possible. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant

Date

Print Name