

2020 2S Trails Indemnification Agreement

This INDEMNIFICATION AGREEMENT (this “**Agreement**”), made and entered into this _____ day of _____ (the “**Effective Date**”), by and between 2ndSaturday CDC (“**Indemnified Party**”), its agents and representative and _____ (“**Indemnifying Party**”), (each, a “**Party**”, and collectively the “**Parties**”),

WITNESSETH:

WHEREAS, Indemnifying Party desires to participate in various Activities with Indemnified Party and agrees to hold and indemnify Indemnified Party for any and all liability. Indemnifying Party freely and willingly, absent any duress, and of clear mind and sobriety enters into this Agreement and represents that they are of sound mind and of the age of majority. Indemnifying Party agrees that they have had an opportunity to review this document with an attorney prior to signing. All terms of this Agreement are negotiable PRIOR TO signing the Agreement. Any changes must be made in writing and signed, initialed, and dated in the margins or on the back of this Agreement, not on another document, and in accordance with Article 10.

NOW, THEREFORE, in consideration of the mutual premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

“**Activity**” or “**Activities**” shall mean any participatory event led by the Indemnified Party which is known, associated with, or foreseeably related to mountaineering, which is the sport of climbing a mountain.

“**Agreement**” shall have the meaning set forth in the preamble.

“**Effective Date**” shall have the meaning set forth in the preamble. Furthermore, it shall mean the date on which this Agreement was signed and the terms became enforceable.

“**Indemnified Party**” shall have the meaning set forth in the preamble. Furthermore, it shall mean the Party that is indemnified and absolved from liability: 2ndSaturday CDC, its associates, and affiliates.

“**Indemnifying Party**” shall have the meaning set forth in the preamble. Furthermore, it shall mean the Party that is indemnifying and absolving the Indemnified Party from liability: his/her agents, representatives, estate, heirs, assigns, and successors.

ARTICLE 2 INHERENT RISKS AND EXPRESS ASSUMPTION OF RISK

Indemnifying Party acknowledges that the Activity entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to person, property, or to third persons. Indemnifying Party acknowledges that the enjoyment and excitement of Activities is derived in part from these inherent risks and contribute to the enjoyment and excitement and are an integral reason for my participation in these Activities. Indemnifying Party agrees to assume all risks involved.

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Indemnifying Party acknowledges that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity. Indemnifying Party acknowledges responsibility for their own safety during the participation in the Activities of Indemnified Party. Indemnifying Party also understands and acknowledges that failing to use or properly using safety type equipment increases the risk of injury or of not surviving an accident or incident while participating in the Activities.

Indemnifying Party acknowledges that the inherent risks associated with the Activities includes but is not limited to the following: slipping or falling; hidden dangerous obstacles which include, but are not limited to: roots, branches and other debris on or off trails, tree wells, tree stumps, creeks, rocks, boulders, forest deadfall, holes and depressions, submerged objects in flooded or wet areas, thin ice, deep water, varying and difficult conditions. Indemnifying Party acknowledges that it is their sole responsibility to observe and become familiar with the areas in which the Activities occur. It is foreseeable that the Parties may become lost or separated from each other in forested areas, wild and rugged terrain, or bad weather. Indemnifying Party acknowledges the likely encounter of hazards such as: loose, falling, rolling and breaking rock; unstable or loose rock, talus and/or scree slopes, boulders; snow, rock and ice or snow avalanches or massive loosening and movement of dirt and rock; objects - whether equipment, rocks/earth/ice, timber or other participants - falling from above.

Indemnifying Party acknowledges that, in the remote locations, it is common experience extreme environmental and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, frostbite and high altitude illnesses (HAPE and/or HACE), some or all of which may diminish one's ability to react or respond. Common (sometimes life threatening) injuries for these types of illnesses include, but are not limited to the following; strains, sprains, burns, fractures, cuts, and/or wounds and trauma to the head or body. Indemnifying Party may encounter dangerous wildlife. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, storms or lightning, extreme temperature variations, etc., can occur. Communication is crucial but can be difficult and in the event of an accident, rescue and medical treatment may be significantly delayed or unavailable.

ARTICLE 3 CONSIDERATION

As lawful consideration for being allowed to participate in the Activities, the Indemnifying Party expressly agrees and promises to accept and assume all the risks existing in these Activities. Participation in these activities is purely voluntary, and the Indemnifying Party elects to participate in spite of the risks. Indemnifying Party expressly agrees to the terms and conditions of this Agreement.

ARTICLE 4 PERSONAL SKILL & INSURANCE

Indemnifying Party represents having sufficient skill and fitness to participate in the Activities. Indemnifying Party further represents having no medical, mental or physical conditions that could interfere with safety or the ability to participate in these Activities. If any medical issues exist prior to the signing of this Agreement, Indemnifying Party further assumes all risks that may be created, directly or indirectly, by any such condition. Indemnifying Party further represents and

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warrants having adequate insurance or the funds to cover any injury, damage or emergency transportation or search and rescue costs caused or incurred while participating in the Activity, or if not, agrees to bear the costs of such injury, damage or emergency transportation costs.

ARTICLE 5 MEDICAL ISSUES

Indemnifying Party agrees that in the event that the Indemnified Party deems it necessary to administer emergency first aid or CPR or to remove any Party from the Activities to seek emergency medical care that, by signing this document, Indemnifying Party is giving Indemnified Party permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information known to any health care provider which may become involved in the care, treatment or removal from the Activity. By signing this document, any right to object to or bring any type of action or claim against the Indemnified Party for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have to any health related person who becomes involved in the care or removal from the Activities is waived.

ARTICLE 6 RELEASE AND WAIVER OF RIGHTS INCLUDING FOR CLAIMS OF NEGLIGENCE

Indemnifying Party voluntarily releases and agrees to indemnify and hold harmless the Indemnified Party from any and all claims, demands, or causes of action, which are in any way connected with the participation in this Activity including any such claims which allege negligent acts or omissions on the part of the Indemnified Party.

ARTICLE 7 PAYMENT OF ATTORNEY'S FEES

Should the Indemnified Party be required to incur attorney's fees and costs to enforce this Agreement, Indemnifying Party agrees to pay for ALL attorney's fees, court costs, travel costs, and any other fees associated with and foreseeable in the event of litigation.

ARTICLE 8 PERSONAL CAPACITY

Indemnifying Party represents that the terms and conditions of this Agreement are a contract that they are voluntarily signing. Indemnifying Party expressly acknowledges they are of sound mind, of the age of majority, and not under the influence of drugs or alcohol at the time of signing this Agreement and there are no other impediments or reasons why I would lack the capacity to enter into this contract with the Indemnified Party.

ARTICLE 9 TERM AND TERMINATION

This Agreement shall last from the Effective Date until 30 (thirty) days after the statute of limitations has expired for any potential claim raised through litigation arising from the Activity. In the event of litigation, this Agreement will last the duration of any and all litigation and any appeal that may arise.

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ARTICLE 10 SEVERABILITY

If any term or other provision or Article of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain active and enforceable in accordance with Article 9. Upon such determination that any term or other provision or Article is invalid, illegal or incapable of being enforced, only that term, provision or Article will be severed, and the rest of the Agreement will not be altered. The Parties hereto shall negotiate in good faith to modify the necessary change so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the terms contemplated hereby are consummated as originally contemplated to the greatest extent possible.

ARTICLE 11 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof. All terms are included in this Agreement. This is a final and complete draft.

ARTICLE 12 AMENDMENTS

This Agreement may not be amended or modified except as described in the preamble.

ARTICLE 13 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas. All actions and proceedings arising out of or relating to this Agreement may be heard and determined in any state or federal court sitting in the County of Dallas, and the Parties hereto hereby irrevocably submit to the nonexclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding.

(Signature)
Indemnifying Party

(Signature)
Indemnified Party (2ndSaturday CDC)

(Print Name and Date)

(Print Name and Date)