

## ANNUAL RELEASE AND WAIVER OF LIABILITY FOR EVENT PARTICIPATION

This Annual Release and Waiver of Liability ("Release") is executed by the undersigned participant ("Participant") in favor of Harvest Hosts Opco LLC dba Escapees, with offices located at 1300 N. Frontage Rd, #1594, Vail, CO 81657 (the "Company"). This Release is effective for all events and activities organized or sponsored by the Company that occur during the calendar year of 2026 (collectively, the "Events" or "Activities").

This Release applies to all Events and Activities organized or sponsored by the Company during the above-referenced calendar year, including but not limited to those described on the Company's Event web pages, which I acknowledge I have read and understand may be updated from time to time. By signing this Release, I agree that it will apply to my participation in any and all Events and Activities during the calendar year, without the need to execute a separate release for each individual Event or Activity.

In consideration of participating in or attending the voluntary Activities and in recognition of the Company's reliance hereon, I agree to all of the terms and conditions set forth in this Release.

I represent that I am physically capable of participating in the Events and Activities, and that my recreational vehicle, other vehicles, and any other equipment I may use (together, the "Vehicles") to participate in the Events are in proper working condition. I agree to observe all applicable laws (including obtaining relevant licenses) and Event rules and to conduct myself in a safe and prudent manner while participating in the Events. I understand that although Company personnel or volunteers may be directing and assisting me to my parking area, Vehicle operator is ultimately responsible for safe parking, avoiding obstacles or dangerous situations, situations whereby the Vehicle becomes stuck and/or requires towing, and is solely responsible for any property damage to Event facilities or other attendee's property.

Without limitation, the Events may include inherently dangerous activities, such as whitewater rafting or off-road activities in remote areas, and I understand and recognize that the Events I am engaging in with the Company are designed and intended to be an authentic experience and are not controlled or managed in a manner that eliminates risk associated with the Event activities. I understand that the risks associated with the Events and Activities may include death, personal injury, damage to my vehicles and other property, loss of personal property, perils or hazards arising from vehicle or other equipment failure, or remote and challenging locations that can prevent or delay the delivery of emergency medical services or other assistance. I assume all inherent and other risks and accept responsibility for any property damages and loss and for any personal injury, illness, disability, or death that I (or my child) may suffer, whether described in this document or not. I understand the certain Activities may involve third-party operators, and that such third-party operators may require additional releases and waivers from me, and I agree to complete those prior to participating in the Activity.

**I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY,**

DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY OR OTHER THIRD PARTIES, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

**I, FOR MYSELF AND MY CHILD/WARD, AND ON BEHALF OF MY/OUR HEIRS, NEXT OF KIN, EXECUTORS, AGENTS, SUCCESSORS OR ASSIGNS, HEREBY EXPRESSLY WAIVE, RELEASE, ACQUIT, HOLD HARMLESS, PROMISE NOT TO SUE, AND FOREVER DISCHARGE THE COMPANY, AND ITS OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, INJURIES, DISABILITY, DEATH, AND ALL CLAIMS AND CAUSES OF ACTION, NOW KNOWN OR HEREAFTER KNOWN, INCLUDING ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE, CAUSED BY, ARISING OUT OF, OR RELATING IN ANY WAY TO THE ACTIVITIES OR MY PARTICIPATION IN SUCH ACTIVITIES, INCLUDING WHETHER ARISING OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER ANY SUCH CLAIMS.**

I further acknowledge I am solely responsible for obtaining and paying for any life, liability, travel, accident, property, automotive/motor vehicle or other insurance relative to my participation in the Events. I understand that neither Company nor the Releasees will obtain any life, liability, health, travel, accident, property, automotive/motor vehicle or other insurance on my behalf, and that I am fully responsible for obtaining my own insurance should I desire it for myself and my child/ward. For Vehicles I am bringing to the Events or Activities, I certify I have current liability insurance coverage.

If you are interested in obtaining travel insurance for the Event, you may consider purchasing trip cancellation or interruption insurance, which may help cover unexpected illnesses or emergencies on the trip.

To purchase travel insurance, click [here](#).

I hereby consent to receive, and consent to my child/ward receiving, medical treatment deemed necessary if I or my child/ward are injured or require medical attention during our participation in the Activities. I understand and agree that I am solely responsible for all costs related to such

medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

I also agree to comply with any health and safety protocols or guidelines that the Company or the Event venues may impose or recommend, including protocols or guidelines in relation to the COVID-19 pandemic or any other communicable disease. I acknowledge that participating in the Events may expose me to the risk of contracting COVID-19 or other infectious diseases, and I accept that risk voluntarily. I agree that if I am feeling sick or have symptoms of COVID-19 or any other communicable disease, or if I have tested positive for COVID-19 or have been exposed to someone who has, I will not participate in any group activities or interact with other Event participants or staff. I will quarantine in my Vehicle or room and contact Event staff if I need any assistance or supplies. I understand that failing to comply with this agreement may result in my removal from the Event and forfeiture of any fees paid.

This Release constitutes the sole and entire agreement with respect to this matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. If any term or provision of this Release or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions of this Release and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Colorado. Any claim or cause of action arising under this Release may be brought only in the courts located in Denver County, Colorado, and I hereby consent to the exclusive jurisdiction of such courts.

I also, hereby consent that as an attendee at the Events or Activities, I am granting my permission to be filmed, videotaped, audiotaped or photographed, and grant to Company full use without any compensation to me of any images, photographs, video, motion pictures, and audio tracks (collectively, "Recordings") of me, including the right to publish, use, or distribute same or any reproductions thereof, anywhere, at any time and as often as desired, for any commercial, public, or private purpose (including but not limited to advertising and promotion), and in any manner and by any means (whether now known or unknown, or hereafter invented or developed), in all territories, all languages, and in perpetuity. I further waive all right of inspection or approval of any Recordings and irrevocably release Company and Releasees from any and all liability, claims, and/or demands which I may have by reason of the production, publication, use, or distribution of such Recordings of my name, voice, likeness, or image. I agree and acknowledge that I will not be entitled to any compensation in connection with such distribution, publication, or other use or exploitation of the Recordings.

I understand that I will receive occasional email notifications of future Escapees events; however, I can opt-out of these notifications at any time.

## Code of Conduct

I hereby agree to follow the [Escapees RV Club Code of Conduct](#), which I understand includes (in part) the following:

- Discrimination is not acceptable and will not be tolerated.
- Members are expected to refrain from displays of violent or abusive behavior, and to maintain control of their temper.
- Use of profane language or any behavior that is unsolicited, unwanted, and deemed harassment of a member, guest, or staff of Escapees, Escapees Social Network and Harvest Hosts, or at any Escapees event, is not permitted.
- Members are expected to follow rules while attending Escapees, Escapees Social Network, or Harvest Hosts chapter or club events. This includes those set by the organizers and the venue or property where the event is taking place.
- Members should follow all reasonable requests made by staff at any Escapees, Escapees Social Network or Harvest Hosts chapter or club event, facility, or function.
- Members should refrain from discussions regarding religion, politics or other controversial topics during events.

**NOTICE: Waivers/releases of Event participants under the age of 18 must be signed by a parent or legal guardian!**

**BY ADDING MY NAME AND CLICKING AGREE BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

**I UNDERSTAND AND AGREE THAT THIS IS A COMPLETE RELEASE AND DISCHARGE OF ALL OF MY CLAIMS AND RIGHTS AGAINST THE RELEASED PARTIES, AND THAT NO ACTION WILL BE TAKEN BY OR ON BEHALF OF ME WITH RESPECT OF ANY SUCH RIGHTS.**

**I ACKNOWLEDGE THAT THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND THAT I HAVE HAD AMPLE OPPORTUNITY TO INVESTIGATE ALL THE MATTERS INVOLVED IN EXECUTING THIS RELEASE. I FURTHER PROMISE THAT I AM FULLY AUTHORIZED TO EXECUTE THIS RELEASE AND THAT I HAVE DULY AND VALIDLY EXECUTED THIS RELEASE OF MY OWN FREE WILL.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian \_\_\_\_\_

(participant less than 18 yrs of age)

## EVENT PARTICIPANT INFORMATION

Name: \_\_\_\_\_

Phone#: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_