



TERMS & CONDITIONS
29029 The Ascent - PARTICIPANT

Notice: These terms and conditions of Use are legally binding. It is your responsibility to read through these Terms and Conditions of Use carefully prior to access to The Ascent membership site and online content. These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the Be Boundless ("Provider") website located at the domain name <https://ascent.29029everesting.com/> ("the Website").

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WAIVER AND RELEASE OF LIABILITY AND
PUBLICITY 29029 The Ascent - PARTICIPANT

In consideration of the risk of injury involved in participating in the The Ascent including any activities or events during the The Ascent to be located at location of your personal choosing, I hereby, for myself, my spouse, heirs, executors, administrators, assigns, successors and personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability and Publicity Release ("*Release*"). By executing this Release, I hereby waive any and all rights, claims, actions, suits, damages, judgments, demands or causes of action of any kind whatsoever, including for negligence (where permitted by law) on the part of the Releasees (as defined below), arising out of or related to my participation in any aspect of The Ascent. Further, I do hereby release and forever discharge Jesse Itzler, Marc Hodulich, Be Boundless LLC, Live Boundless LLC, Chestnut Oaks LLC, WDE Ventures LLC, The 100 Mile Group, LLC, and their respective affiliates, subsidiaries, parents, employees, managers, members, agents, attorneys, staff, nurses, medical personnel, volunteers, heirs, representatives, predecessors, successors, licensees, designees and assigns (together, the "*Releasees*"), for any physical, emotional or psychological injury including, but not limited to, illness, paralysis, death, damages, economic or emotional loss, that I may suffer as a direct result of my participation during the The Ascent, or as a result of any advice or recommendation made to me or otherwise by any of the Releasees with respect to any aspect of the The Ascent. To the extent that statute or case law does not prohibit releases for negligence, this Release is also for negligence on the part of the Releasees.

I am fully aware that participation in The Ascent may be considered hazardous. I acknowledge that this The Ascent may involve a test of participants' physical and mental limits and may carry with it the potential for death, serious injury and/or property loss. The risks may include, but are not limited to, those associated with terrain, facilities, temperature, weather, lack of hydration, participants' mental and physical condition, equipment, vehicular traffic and actions of others. I represent that I am physically and mentally capable of engaging in The Ascent. I represent that I do not have any known medical condition or disabilities incompatible with the safe participation in The Ascent. I acknowledge that not everyone is healthy enough to engage in strenuous physical activity and that I have been advised that I should consult with my physician before engaging in any exercise routine or other physical activity,

including The Ascent. Further, I have been advised that engaging in any exercise routine or other activity associated with The Ascent is at my own risk.

I am voluntarily participating in The Ascent entirely at my own risk. I am aware of the risks associated with participating in all aspects of, The Ascent. The risks of The Ascent may include, but are not limited to, physical, emotional or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss and death. I understand that these injuries or outcomes may arise from my own negligence, conditions related to the condition of your location for The Ascent challenges. Nonetheless, I assume all related risks, both known and unknown to me, associated with my participation in The Ascent, including results of any advice or recommendations made to me for challenges or otherwise by any of the Releasees with respect to any aspect of the The Ascent.

I agree to indemnify and hold harmless the Releasees from and against any and all liability, loss and/or damages incurred in connection with any claims, suits or actions of any kind whatsoever brought by me or anyone on my behalf, including attorneys' fees and any related costs. I acknowledge that the Releasees are not responsible for any errors, omissions, acts or the failure to act of any party or entity conducting any Ascent activity or other activity on behalf of the Releasees, including The Ascent itself or any advice or recommendations made by a Releasee in connection with The Ascent.

In the event that I should require medical care or treatment, I agree to be financially responsible for any and all costs incurred as a result of such treatment and understand the Releasees hold no responsibility for medical care or treatment. I understand that I should carry, and hereby represent that I do in fact carry, my own health insurance. In the event that any damage to equipment, facilities or the Premises occurs as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with, or that result directly or indirectly from, any of my willful actions, neglect or recklessness.

This Release is entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. I agree that this Release is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Release, but that it will be interpreted based on its language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release is deemed to be invalid, unlawful or otherwise unenforceable, the remainder of this Release shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this Release to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I hereby consent to the recording, use and reuse, by any of the Releasees in any and all media, whether now known or hereafter devised, worldwide, in perpetuity, of my voice, actions, likeness, name, picture, photograph, silhouette, appearance, and other reproductions of my physical likeness and biographical information (collectively "*Likeness*") in connection with the recording and subsequent production and exhibition of The Ascent and any derivative works thereof. The rights herein granted include, without limitation, all television rights, theatrical rights, DVD rights, interactive cable rights, Internet site rights, so-called "wireless" and mobile device rights, digital distribution rights (e.g. streaming and download) and rights relating to any other devices or methods now existing or hereafter devised, with respect to the use of my Likeness in and in connection with The Ascent and any derivative works thereof. I further agree that any Releasee may use my Likeness in connection with any marketing, promotion, publicity and/or advertisement of The Ascent and any derivative works thereof, including a future product similar to The Ascent conducted by a Releasee. I hereby waive all Moral Rights relating to use of my Likeness. "Moral Rights" shall mean

any right to claim authorship of, or credit in or on, any improvements, to object to or prevent the modification or destruction of any improvements, or to withdraw from circulation or control the publication or distribution of any improvements and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right." I understand that the Releasees may be recording my Likeness in reliance on this consent. I acknowledge that the Releasees have no obligation to use my Likeness. I hereby acknowledge and agree that I shall not receive any compensation in connection with any use of my Likeness as contemplated hereunder. I hereby waive any right of inspection or approval of my Likeness or the uses to which such Likeness may be put. I acknowledge that the Releasees will rely on this Release and hereby waive all rights and release and discharge the Releasees from, and shall neither sue nor bring any proceeding against the Releasees for, any claim, demand or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality, copyright infringement or any similar matter or based upon or relating to the use and/or exploitation of my Likeness. I further understand and agree that all publicity in connection with The Ascent (and any future recording thereof) is under the sole control of the Releasees.

I will not use or disclose to any party any confidential information or trade secrets obtained or learned as a result of my participation in The Ascent.

I, the undersigned participant, affirm that I am eighteen (18) years of age or older (or the applicable age of majority in my state of residency, if greater than eighteen (18) years of age), and that I am signing this Release of my own free will. I certify that I have read this Release, that I fully understand its contents and that this Release cannot be modified orally, but only in a writing signed by me and a representative of the Releasees. I certify that I have been given the opportunity to ask questions to the organizers of The Ascent. I am aware that this Release is a release of liability and a contract and that I am agreeing to it of my own free will.