

Release and waiver of liability and assumption of risk agreement

Read carefully before signing. This is a binding contractual agreement

This Release and Waiver of Liability and Assumption of Risk Agreement ("Agreement") is by and between The Summit Series, LLC, a District of Columbia limited liability company, and its subsidiaries, affiliates, successors and assigns, and each of those acting under its authority (together, "Summit Series"), and the undersigned ("I" or "me"). In consideration of being allowed to attend and/or participate in any way, in any and all of the events, programs, and/or activities (each, an "Event" and collectively, "Events"), hosted, accommodated, sponsored, organized, offered, arranged recommended, suggested and/or referenced by Summit Series, I, for myself, my personal representatives, assigns, heirs, successors, and next of kin, acknowledge, stipulate, and agree without any reservation of rights that:

1. I understand the complete nature of the Event in which I am participating and/or attending and represent that I am qualified, in good health, and in proper physical and mental condition to participate and/or attend in such Event. I further agree and warrant that if at any time I believe conditions of the Event to be unsafe, I will immediately discontinue further participation in the Event. I also agree that participation in and attendance at the Event are all completely voluntary in nature. I agree to abide by any and all safety rules and directions provided by any of the Releasees (defined below), and I understand that my attendance at and participation in any or all of the activities at the Event may be terminated should I fail to follow such safety rules and/or directions, without any refund to me of any fees paid to participate or attend such Event.
2. I fully understand that: (a) the activities at the Event may involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by my own actions, inaction, or the inaction or actions of others participating in the Event, the geography, topography and/or conditions in which the Event takes place, or the negligence of the Releasees; (c) there may be other Risks and social and economic losses either not known to me or not readily foreseeable at this time and I fully accept and assume all such Risks and responsibility for losses, costs, and damages I incur as a result of my participation in or attendance at the Event; and (d) Summit Series has not obtained insurance on my behalf, and I am responsible for my own insurance coverage. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM RISKS.
3. I understand that I am responsible for (a) loss of or damage to Summit Series' property provided for my use, including but not limited to accommodations, furniture and equipment, and (b) any costs incurred by Summit Series relating to medical expenses, and that such losses, damages or costs will result in fees for which I will be billed and required to pay. Fees may vary depending upon the amount necessary to restore or replace any damaged property.
4. I HEREBY FULLY AND FOREVER WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SUMMIT SERIES, ITS SUBSIDIARIES, AFFILIATES, RELATED ENTITIES, ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, FOUNDERS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EMPLOYEES, OTHER PARTICIPANTS, THIRD PARTY VENDORS, SPONSORS, ADVERTISERS, AND THE OWNERS AND LESSEES OF THE PREMISES UPON WHICH EVENTS TAKE PLACE (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES IN ANY WAY RELATING TO THE EVENTS AND/OR IN ANY WAY RELATING TO THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF THE RELEASEES; AND I FURTHER AGREE NOT TO MAKE ANY CLAIM AGAINST OR SUE THE RELEASEES IN CONNECTION WITH ANY EVENT FOR ANY REASON WHATSOEVER. I FURTHER AGREE NOT TO MAKE A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES, DEATH OR PROPERTY DAMAGES RELATING TO ANY ACTIVITIES AT THE EVENT EVEN IF ANY INJURY, DEATH OR DAMAGE IS CAUSED TO ME OR MY PROPERTY DUE TO THE ORDINARY NEGLIGENCE OF THE RELEASEES, THE DANGEROUS CONDITION OF ANY PROPERTY UPON WHICH THE ACTIVITIES AT THE EVENT MAY TAKE PLACE AND/OR AS A RESULT OF ANY OTHER CAUSE WHATSOEVER.
5. I (or, if participant is a minor, the person signing on behalf of the minor participant) represent and warrant that: (a) I am of legal age and have the right to contract in my own name, or, if participant is a minor, I am the parent or legal guardian of the minor child listed below and am authorized to sign documents on his/her behalf; (b) I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature; (c) I intend this Agreement to be a complete and unconditional release of all liability of the Releasees to the greatest extent allowed by law; and (d) I agree that if any term or provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision of this Agreement. This Agreement is governed by the laws of the State of New York without regard to conflict of law principles. Any dispute concerning this Agreement and/or any of the Events referenced herein (generally or specifically) will be instituted exclusively in the federal or state courts located in New York, New York.

Signature:

Date:

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE: This is to certify that I, as parent or legal guardian of this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities arising out of or related to my minor child's involvement or participation in, and attendance at, the Event(s) in question, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Signature

Date: