



**Recreational Activity Release of Liability and
Assumption of Risk Agreement
Exhibit E**

BY SIGNING THIS AGREEMENT YOU, THE UNDERSIGNED PARTICIPANT (OR GUARDIAN OF PARTICIPANT), ARE WAIVING CERTAIN LEGAL RIGHTS. PLEASE READ THE AGREEMENT IN ITS ENTIRETY AND BE CERTAIN YOU UNDERSTAND ITS IMPLICATIONS BEFORE SIGNING.

The following undersigned individuals being either (a) an individual of at least 18 years of age, or (b) the parent or guardian of a minor child ("Guardian"), do hereby affirm and acknowledge that they have been fully informed of the inherent hazards and risks associated with the recreational activities offered or sponsored by Aurora Center for Healing Psychiatric Residential Treatment Facility ("Aurora Center for Healing"), in which they may participate. Each of the parents or guardians, the minor child, or the adult student is referred to herein as a "Participant." As referred to in this agreement, "Activity" includes but is not limited to such recreational activities as horseback riding, river rafting (Class 3 or lower), swimming, boating, snow skiing, hiking, biking, contact sports, sledding, camping, ropes course, rappelling, rock climbing and other various forms of recreation and athletics in addition to various experiential therapies. Such activities include transportation to and from the

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Activity sites and the use of equipment related to the Activity. In consideration for being permitted to participate in any way in any Activity, Participant and/or Guardian hereby agrees, acknowledges and appreciates that:

1. Participant and/or Guardian acknowledge and agree that the Activities involve various inherent risks and may be extremely hazardous and that these risks are impossible to eliminate fully by even the most prudent and careful conduct on the part of Aurora Center for Healing. Participant and/or Guardian expressly covenant that Participant's participation in any Activity is of Participant's own free will and Participant and/or

Guardian assume all risk associated with such participation. Inherent hazards and risks include but are not limited to:

- Significant injuries, including the potential for serious physical and/or mental trauma or injury, including but not limited to broken bones, concussions and other head-related injuries, loss of limb, paralysis and even death;
- Minor injuries, including but not limited to sprains, bruises, burns, cuts, abrasions and whiplash;
- Injury resulting from Participant's fatigue, dizziness or lack of physical coordination;
- Injury resulting from Participant's inability to follow instructions or act in a manner consistent with Participant's abilities;
- Injury to person or property resulting from Participant's own negligence and/or the negligence of others, including employees, agents, volunteers, independent contractors or representatives of Aurora Center for Healing, including but not limited to operator error and guide decision-making errors, which may include misjudging terrain, rapids, weather, trails or route location;

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- Risk of equipment failure and/or malfunction;
- Natural hazards including but not limited to surface or subsurface conditions of the property surrounding the site of the Activity;
- Risks inherent in outdoor Activities, including but not limited to impact of the body upon the water, injection of water into body orifices, encountering or collision with objects either natural or man-made, and attacks by or encounters with insects, reptiles and/or animals;
- Risks inherent in handling trained animals, especially horses, including the propensity for animals to behave in dangerous ways that may result in injury to Participant regardless of the animal's previous training and past performance, including the propensity to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, jump, butt, step on a person's feet, push or shove, all without warning or apparent cause;
- Risks associated with exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied temperature and all other natural conditions;
- Risks associated with exposure to cold or hot weather, including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration; and

- Risks associated with accidents or illnesses that occur in remote places where there are no available medical facilities.

Participant and/or Guardian understand that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death to Participant.

2. Participant and/or Guardian willingly agree to comply with all rules established by Aurora Center for Healing while participating in any ____/____ Initials

Activity. Participant will not endanger others or Participant's own person while participating in any Activity. If Participant observes any hazard or unusual or dangerous behavior of any other participant, Participant will bring it to the attention of Aurora Center for Healing.

3. Participant has no physical or medical condition that, to Participant's and/or Guardian's knowledge, would endanger others or Participant if Participant were to participate in any Activity. Participant and/or Guardian, as applicable, hereby consent to medical treatment that is deemed advisable in the event of injury, accident or illness occurring during Participant's participation in any Activity. Participant and/or Guardian, as applicable, hereby acknowledge that they are solely responsible for any hospital, medical or treatment costs arising out of any personal injury sustained by way of Participant's participation in any Activity.
4. With respect to any and all injury, illness, disability, death, or loss or damage to person or property, Participant and/or Guardian, as applicable, for themselves and on behalf of their executors, administrators, heirs, next of kin, representatives, successors and assigns, and family members (collectively, the "Releasing Parties"), agree to protect, defend, hold harmless, and indemnify, and do release, remise and forever discharge Aurora Center for Healing and its successors, assigns, affiliates, present and former direct and indirect owners, employees, volunteers, independent contractors, managers, trustees, consultants, board members, officers, directors, attorneys, agents and other representatives (collectively, the "Released Parties") from and against any and all claims, actions, causes of action, proceedings, suits, costs, liabilities, damages, and expenses, whether known or unknown (including but not limited to all direct, special, incidental, exemplary, punitive, and consequential damages, losses of

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any kind and attorneys' fees), and however caused, including without limitation by intentional, reckless, negligent or grossly negligent conduct (collectively, "Claims"), that are based upon, result from, and/or relate in any way to

Participant's participation in any of the Activities, including without limitation with respect to transportation to and from any such Activity. Additionally, and without limiting the foregoing, Participant and/or Guardian, as applicable, for themselves and for all of the other Releasing Parties, waive any Claims, whether individually or collectively, may now or in the future have against Aurora Center for Healing or any of the other Released Parties with respect to the matters released hereunder, and agree not to initiate or prosecute or continue any Claim of any kind whatsoever against any of the Released Parties in any court or otherwise with respect to the matters released hereunder, including but not limited to any Claim under any common law, whether in law or equity, or federal, state or local statute, ordinance or rule of law.

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5. Participant and/or Guardian, as applicable, acknowledge and agree that this Recreational Activity Release of Liability and Express Assumption of Risk Agreement (this "Release Agreement") shall be binding to the fullest extent permitted by law. Participant and/or Guardian, as applicable, acknowledge and agree that this Release Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, the balance shall continue in full legal force and effect.
6. By entering into this Release Agreement, Participant and/or Guardian, as applicable, are not relying on any oral or written representation or statements made by the Released Parties, other than what is set forth in this Release Agreement.

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7. Participant and/or Guardian, as applicable, agree that any and all disputes between them and Aurora Center for Healing or any of the other Released Parties arising from Participant's participation in any Activity, including claims for personal injury and/or death, WILL BE GOVERNED BY THE LAWS OF THE STATE OF Nevada and EXCLUSIVE JURISDICTION thereof will be in a state or federal court in Mineral County, State of Nevada.

PARTICIPANT AND/OR GUARDIAN, AS APPLICABLE, HAVE CAREFULLY READ THIS RELEASE AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. PARTICIPANT AND/OR GUARDIAN, AS APPLICABLE, UNDERSTAND THAT THEY ARE WAIVING CERTAIN LEGAL RIGHTS BY SIGNING THIS RELEASE AGREEMENT, AND HEREBY SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Parent/Guardian Participant #1:

Signature of Participant
Date

Name of Participant (Please Print)

Date

Parent/Guardian Participant #2:

Signature of Participant

Name of Participant (Please Print)

Date

Minor Participant

FOR PARENTS OR LEGAL GUARDIANS OF PARTICIPANTS OF MINOR AGE: I represent that I am duly qualified as the parent or legal guardian of the minor Participant to execute this Agreement and assume all responsibilities and all liabilities and grant all releases with respect to the minor Participant's involvement in any Activity as set forth herein. I acknowledge and agree that my execution of this Agreement is a material inducement to Aurora Center For Healing permitting the minor Participant to participate in the Activities.

Signature of parent or adult legal guardian if
Participant is a minor, and by their signature,
they on my behalf release all claims that both
they and I have pursuant to this Agreement.

Name of parent/adult legal guardian (Please Print) Date

Minor's Full Name

Date

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