**I** **HEREBY** **ACKNOWLEDGE** **THAT** **I** **HAVE** **CAREFULLY** **READ** **THIS** **"WAIVER** **AND** **RELEASE"** **AND** **FULLY**

**UNDERSTAND** **THAT** **IT** **IS** **A** **RELEASE** **OF** **LIABILITY.** **I** **EXPRESSLY** **AGREE** **TO** **RELEASE** **AND** **DISCHARGE**

**BRIGHTality AND** **ALL** **OF** **ITS** **AFFILIATES,** **MANAGERS,** **MEMBERS,** **AGENTS,** **ATTORNEYS,** **STAFF,** **VOLUNTEERS,**

**HEIRS,** **REPRESENTATIVES,** **PREDECESSORS,** **SUCCESSORS** **AND** **ASSIGNS,** **FROM** **ANY** **AND** **ALL** **CLAIMS** **OR**

**CAUSES** **OF** **ACTION** **AND** **I** **AGREE** **TO** **VOLUNTARILY** **GIVE** **UP** **OR** **WAIVE** **ANY** **RIGHT** **THAT** **I** **OTHERWISE** **HAVE**

**TO** **BRING** **A** **LEGAL** **ACTION** **AGAINST** **BRIGHTality** **FOR** **PERSONAL** **INJURY** **OR** **PROPERTY** **DAMAGE.**

**I** **FURTHER** **ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with

it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able

and properly trained, and I agree to abide by the decision of the BRIGHTality official or agent, regarding my approval to

participate in the Activity.

**IN** **CONSIDERATION** **OF** my desire to participate in said Activity and being given the right to participate in same;

**I** **HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively,

"Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age),

knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or

causes of action of any kind arising out of my participation in the Activity; and

***WAIVER*** ***AND*** ***RELEASE*** ***OF*** ***LIABILITY***

***2023-2024***

**IN** **CONSIDERATION** **OF** the risk of injury that exists while participating in any of the following activities such as, but not limited to: ICE FISHING, ICE SKATING, SWIMMING, HIKING, WALKING, BIKING, KAYAKING, SNOWSHOEING, ANY OTHER RECREATIONAL ACTIVITIES (hereinafter the "Activity"); and

**I** **HEREBY** release and forever discharge BRIGHTALITY, located in Vermont, their affiliates (LunaWay),

managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and

assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my

participation in the aforementioned Activity.

**I** **AM** **VOLUNTARILY** **PARTICIPATING** **IN** **THE** **AFOREMENTIONED** **ACTIVITY** **AND** **I** **AM** **PARTICIPATING** **IN** **THE**

**ACTIVITY** **ENTIRELY** **AT** **MY** **OWN** **RISK.** **I** **AM** **AWARE** **OF** **THE** **RISKS** **ASSOCIATED** **WITH** **PARTICIPATING** **IN** **THIS**

**ACTIVITY,** **WHICH** **MAY** **INCLUDE,** **BUT** **ARE** **NOT** **LIMITED** **TO:** **PHYSICAL** **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** **OR** **OTHERS'** **NEGLIGENCE,** **CONDITIONS** **RELATED** **TO** **TRAVEL** **TO** **AND** **FROM** **THE**

**ACTIVITY,** **ORFROM** **CONDITIONS** **AT** **THE** **ACTIVITY** **LOCATION(S).** **NONETHELESS,** **I** **ASSUME** **ALL** **RELATED**

**RISKS,** **BOTH** **KNOWN** **AND** **UNKNOWN** **TO** **ME,** **OF** **MY** **PARTICIPATION** **IN** **THIS** **ACTIVITY.**

**I** **FURTHER** **AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any

kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's

fees and any related costs.

**I** **FURTHER** **ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or

entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or

treatment, I authorize BRIGHTality to provide all emergency medical care deemed necessary, including but not limited to, first

aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further

agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment.

I am aware and understand that I should carry my own health insurance.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such

negligence on the part of BRIGHTality, its agents, and employees.

I agree that this Release shall be governed for all purposes by Vermont law, without regard to any conflict of law principles.

This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions,

neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of

neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION

IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

**THIS** **AGREEMENT** was 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. Both Participant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and BRIGHTality agree

that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or

explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for

**Date:**

**Participant's** **Name:**

**Participant's** **Address:**

**Signature:**

**Date:**

**Signature:**

**Relationship** **to** **Minor:**

**Parent** **/** **Guardian** **Name:**

**I** **HEREBY** **CERTIFY** that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, named above, and do hereby

give my consent without reservation to the foregoing on behalf of this individual.

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or

guardian, as follows:

**PARENT / GUARDIAN WAIVER FOR MINORS**

which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any

term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the

remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement 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.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact** **Contact Relationship** **Contact Telephone**

**I,** **THE** **UNDERSIGNED** **PARTICIPANT,** **AFFIRM** **THAT** **I** **AM** **OF** **THE** **AGE** **OF** **18** **YEARS** **OR** **OLDER,** **AND** **THAT** **I** **AM**

**FREELY** **SIGNING** **THIS** **AGREEMENT.** **I** **CERTIFY** **THAT** **I** **HAVE** **READ** **THIS** **AGREEMENT,** **THAT** **I** **FULLY**

**UNDERSTAND** **ITS** **CONTENT** **AND** **THAT** **THIS** **RELEASE** **CANNOT** **BE** **MODIFIED** **ORALLY.** **I** **AM** **AWARE** **THAT** **THIS**

**IS** **A** **RELEASE** **OF** **LIABILITY** **AND** **A** **CONTRACT** **AND** **THAT** **I** **AM** **SIGNING** **IT** **OF** **MY** **OWN** **FREE** **WILL.**