



A Place Beyond

PARTICIPATION AGREEMENT

This agreement is made between Place Beyond, LLC, a Wyoming limited liability company d/b/a A Place Beyond (“APB”), and the person identified in this Agreement as the “Participant.”

The Program: APB uses the facilities of residential summer camps and other organizations to support a community of adults who are studying in remote, internet-based, learning programs or who are otherwise working remotely. In addition, the APB program offers a variety of other educational and recreational activities. The fee paid by Participant to APB covers for fifteen (15) weeks the cost of room, board and all official programming facilitated by program staff, use of the site facilities, workshops, transportation from the nearest commercial airport, and transportation for trips.

The Location: The location for APB’s programs and services under this Agreement shall be in Yavapai County, Arizona at the Friendly Pines Camp located outside the city limits of the City of Prescott, Arizona at 933 E Friendly Pines Rd, Prescott, AZ 86303 and in Teller County, Colorado at Sanborn Western Camps located outside the city limits of the town of Florissant, Colorado at 2000 Old Stage Rd, Florissant, CO 80816 (“Site”).

Fees and Expenses: Participant agrees to pay to APB the fee charged by APB, Nine Thousand Nine Hundred and Ninety dollars (\$9,990.00) or an otherwise stated amount in accordance with a sponsorship or discount, in currently available funds within the timeline specified by APB for return of this

Agreement. APB's refund policy, found on the internet at the website of APB at: <https://www.aplacebeyond.com/> is hereby incorporated by reference.

Activities: APB supports students in their remote learning experiences by means of mentors and counselors. In addition, APB offers a variety of workshops promoting personal development and life skills, and may include gardening, personal finance, cooking, health, and fitness. Recreation opportunities may include games, hiking, skiing, swimming, fishing, and rock climbing. These and other activities are described on the internet at the website of APB at: <https://www.aplacebeyond.com/>.

COVID-19: Participant shall comply with APB's Code of Conduct and with APB's COVID-19 Community Protocols, both of which may be found on the internet at the website of APB at: <https://www.aplacebeyond.com/>. Participant shall review the guidelines of the Center for Disease Control and Prevention, at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. APB will send a health checklist to Participant which Participant shall promptly complete and return. If COVID-19, or any other communicable disease, is detected at the Site, or if contact tracing is sought by a governmental authority, Participant agrees that APB may provide health officials with whatever information APB has to allow the officials to contact Participant. If Participant becomes infected, APB is authorized to advise other participants and staff of that circumstance. Participant agrees to pay any and all costs incurred as a result of medical testing, injury, or illness suffered. APB will coordinate testing with which will be paid by billing a participant's insurance.

Participant understands that APB does not provide any medical or other coverage for injury or loss resulting from injury, COVID-19, or any other illness. APB may, at Participant's expense, obtain or provide emergency medical care, hospitalization, or other necessities for Participant, and may exchange medical information with third parties providing medical care. If Participant is exposed to or infected with COVID-19 or any other communicable disease, Participant authorizes APB, in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 CFR 160-164 (Privacy Rule) to obtain

and provide Participant's health care records.

Assumption of Risks, Indemnity and Release: Participant acknowledges having been fully informed that engaging in APB's activities, program, and attending the Site may involve the risk of contracting COVID-19 or other communicable diseases while at the Site. Participant further recognizes the risk of injury or death from outdoor and recreational activities, campfires, wildlife in Site area, travel to/from the Site, slips, trips, falls, dehydration, venomous animals, terrain, use of outdoor equipment, and other incidents of living. **Participant assumes and accepts all risk and liability for any and all damage, illness, injury, loss, suffering, pain including death, which may be suffered or sustained from any cause whatsoever while engaging in APB's program.** Participant agrees and binds himself/herself and on behalf of Participant's administrators, assigns, estate, executors, family, heirs, personal representatives, and spouse, to indemnify and hold harmless the Released Parties from any and all damage, illness, injury, loss, suffering, pain including death, that may occur as a result of engaging in the APB program, including any claims brought by third-parties who may have become exposed to COVID-19 by Participant, or any objects or surfaces Participant may have come into contact with, as a result of Participant's participation in APB's program. Participant agrees that if a claim is brought against the Released Parties for any claim released, or any risk or liability assumed, by Participant, under this Agreement, that participant will be held responsible for all attorney's fees and all arbitration/court costs incurred by the Released Party in defending such action. With full awareness and appreciation of the risks involved, Participant, for himself/herself and on behalf of Participant's administrators, assigns, estate, executors, family, heirs, personal representatives, and spouse, hereby forever covenants not to sue, and discharges, releases, and waives APB and its affiliates, agents, assigns, employees, independent contractors, managers, members servants, and successors (the "Released Parties") from any and all actions, claims, demands, causes of action, and liability (including attorney's fees), whatsoever, directly or indirectly arising out of or related to any and all damage, illness, injury, loss, suffering, pain including death, that may be

sustained by Participant whether caused by the negligence of the Released Parties, any third-party while at the Site, or otherwise, while participating in any activity while in, on, or around the Site and/or while using any APB equipment, facilities, materials or supplies.

Internet and Wi-Fi: APB made arrangements with Site for internet access and for Wi-Fi. APB makes no guarantee, representation or warranty about the momentary quality or quantity of internet or Wi-Fi service or coverage. Participant understands that service outages, hacking, data theft, malicious code, downtime, and other issues outside the control of APB may occur. Participant hereby releases and holds APB harmless from any claim involving internet access or speed, Wi-Fi coverage, service outages, and other matters not within the control of APB.

Photographs and Images: APB may, without compensation to Participant, display and use photographs and images of Participant at APB's website and in other promotional materials.

Arbitration: Any controversy, claim or other issue arising out of or relating to this Agreement, or the alleged breach thereof, shall be resolved by arbitration in accord with the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be one (1). The arbitrator shall have experience with legal issues for adventure, education and recreation based outdoor programs. APB and Participant agree that they will abide by and perform any award rendered by the Arbitrator and that a judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. APB and Participant also agree that a court may vacate, modify, or correct an award in accord with the Uniform Arbitration Act if the award is not supported by substantial evidence or if the arbiter's conclusions of law are erroneous.

Additional Terms: Any signature affixed to this Agreement shall be valid if made in compliance with state or federal law relating to electronic signatures. No action, claim, lawsuit, or proceeding may be brought, initiated, or maintained if such action, claim, lawsuit, or proceeding is brought more than one (1) year after the cause of action arose. The laws of the States of

Arizona, U.S.A. or Colorado, U.S.A. shall govern this Agreement based on which site a participant lives. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereto, individually or taken together, shall bear the signature of all parties hereto. If any party hereto is prevented from performing any obligation under this Agreement herein by reason of natural disaster, pandemic, war, insurrection, strike, act of government or any other circumstance beyond their control, the particular failure or failures occasioned thereby shall be waived during such period of prevention and shall not be considered a breach of this Agreement. This Agreement will extend to and be binding upon the successors, heirs, assigns and personal representatives of the parties hereto. This Agreement contains the entire agreement of the parties hereto and supersedes any previous agreement, whether oral or written. No agreement amending, canceling, changing, discharging, extending, modifying, rescinding, superseding, or terminating this Agreement or any provision hereof shall be valid unless in writing and signed by the party or parties to be charged. Any controversy or claim arising out of or related to the Agreement shall be resolved by a proceeding filed and maintained only in the State of Washington, County of Clark. If any part of this Agreement shall be invalid or unenforceable, it shall not affect the balance of this Agreement, which shall remain in full force and effect. Time is of the essence of this Agreement. No waiver of any of the provisions hereunder shall be binding unless in writing and signed by the party to be charged. Any waiver of any breach of this Agreement shall not be construed to be a continuing waiver or consent to any subsequent breach thereof.

PARTICIPANT ACKNOWLEDGES HAVING CAREFULLY READ THIS PARTICIPATION AGREEMENT INCLUDING THE PROVISIONS FOR ASSUMPTION OF THE RISK, CONSENT, INDEMNITY AGREEMENT, RELEASE AND WAIVER OF LIABILITY, AND PARTICIPANT FULLY UNDERSTANDS ITS TERMS AND FULLY UNDERSTANDS THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY ASSURANCE, INDUCEMENT, OR GUARANTEE BEING MADE TO PARTICIPANT AND INTENDS PARTICIPANT'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

In witness whereof, this Agreement has been executed as of the date upon which APB executes this Agreement.

Printed Name:

Signature:

Date:
