

BIG BEAR HIKING ADVENTURES, LLC

AGREEMENT, INDEMNITY, RELEASE AND WAIVER OF LIABILITY

(To be signed by any hiker in order to bring a dog on a BBHA Hiking Adventure)

I am participating in a hiking adventure with Big Bear Hiking Adventures, LLC (“BBHA”) and have requested permission to bring my dog on this hike. I understand that BBHA will permit me to bring my dog on this hike only if I agree to the matters set forth in this Agreement, Indemnity, Release and Waiver of Liability (this “Agreement”).

I understand that this Agreement is intended to: (1) establish the key rules that I must follow in order to be permitted to bring my dog on this hike; (2) make clear that I am solely responsible for maintaining control of my dog during this hike; (3) inform me of some of the risks that I am assuming by bringing my dog on this hike; (4) set forth my agreement to indemnify BBHA and certain others persons from certain liabilities that may arise from my bringing my dog on this hike; and (5) waive my right to assert any claims against BBHA and certain other persons arising from my bringing my dog on this hike.

As a condition to being permitted to bring my dog on this hike, I hereby confirm the following:

1. I am the owner of the dog that will be participating in this hike. My dog is older than one year of age. I have sufficient experience with my dog to be confident that my dog (i) is comfortable walking in a group hike and in a wilderness area, (ii) will be able to walk for the duration of the planned hike without exhibiting any behavioral problems or becoming exhausted, and (iii) will not bite, scratch or otherwise harm or show aggressive behavior to any other person or animal during the planned hike.

2. My dog is fully vaccinated for (and up to date on) rabies, distemper, parvo, canine influenza and bordetella vaccinations and does not currently have any disease or illness, whether or not communicable.

3. I will keep my dog on a leash (not longer than six feet) at all times, including as the hiking group is forming, during the hike, and after the hike is finished (until the hiking group has fully disbanded).

4. I understand that I am solely responsible for providing food and water for my dog on this hike.

5. I understand that there are inherent risks to my dog from participating in this wilderness hike, including (but not limited to) the possibility that my dog may be injured by stepping on a sharp object, may be attacked by wild animals, may be bitten by ticks or other insects (which may carry infectious diseases) or stung by bees or hornets, or may be exposed to (or eat) poisonous plants. I fully accept and assume all such risks, including those listed above.

6. I understand that I am fully responsible for any injury or damage to persons, property or other dogs arising from any actions of my dog during this hike.

In consideration of being permitted to bring my dog on this hike, I hereby agree to indemnify and hold harmless BBHA and its employees, volunteers, members, managers and agents, and any other hikers on this hike (together, the “Indemnified Persons”) from any injuries, damages, losses, liabilities, or expenses that any of them may incur as the result of the actions of my dog on this hike, even if arising from the negligence of BBHA or any other Indemnified Person, to the fullest extent permitted by law.

I also hereby waive any claims against BBHA and any other Indemnified Persons, and release all such persons from any claims, for any injuries suffered by my dog on this hike, even if arising from the negligence of BBHA or any other Indemnified Person, to the fullest extent permitted by law.

I have read and understand this Agreement. I understand that the agreements set forth herein are in addition to the agreements set forth in BBHA’s standard Release and Waiver of Liability that I have also signed as a condition to joining this BBHA hiking adventure. I understand and agree that I have given up substantial rights by signing this Agreement. This Agreement shall be governed by the laws of the State of California.

Print Name of Hiker

Date of Hike: _____

Signature of Hiker