

## RODDENBERRY ADVENTURES RELEASE OF LIABILITY

### Acknowledgement and Express Assumption of Risk and Release of Liability

**Please read carefully before signing.**

I, ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN) HEREBY RELEASE, HOLD HARMLESS AND AGREE NOT TO SUE RODDENBERRY ADVENTURES, INC. AND THE ADDITIONAL RELEASED PARTIES NOTED BELOW WITH RESPECT TO ANY CLAIM OF WHATEVER KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH ANY EVENTS AND ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY RODDENBERRY ADVENTURES, INC. (EACH, AN “**R.A. EVENT**,” AND COLLECTIVELY, THE “**R.A. EVENTS**”) INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH CERTAIN R.A. EVENTS WHICH MAY INVOLVE ULTRAHAZARDOUS ACTIVITIES INCLUDING SCUBA DIVING, HANG GLIDING, PARASAILING, BUNGEE JUMPING, HOT AIR BALLOONING, ROCK CLIMBING, SKIING, MOUNTAIN CLIMBING, WEIGHTLESS (ZERO GRAVITY) OR SUBORBITAL AIRCRAFT FLIGHTS, MOUNTAIN BIKING, ZIP-LINING, AND EXTREME WATER SPORTS/ACTIVITIES (THE “**HAZARDOUS ACTIVITIES**”).

I, \_\_\_\_\_, the participant in the R.A. Events, understand and expressly assume the risk that during my participation in the R.A. Events I may be exposed to a variety of hazards and risks foreseen and unforeseen. I understand that these risks include, but are not limited to, the dangers of property damage, personal physical and/or emotional injury (minor or serious) and death (“**Injuries & Damages**”) and that these Injuries and Damages can occur by natural causes or activities, actions or inactions of other persons, other participants, or other third parties, either as a result of negligence or because of other reasons. Furthermore, in connection with the Hazardous Activities, I further expressly assume the risks that are inherent in such activities and which cannot be eliminated without destroying the unique character of such activities, some of which risks are specifically set forth on Schedule 1 to this Agreement. I understand, acknowledge, and accept these risks, and none of the Released Parties, including without limitation, Roddenberry Adventures, Inc., Dragon Productions, Inc. d/b/a Roddenberry.com and Roddenberry Dive Team, Inc. (collectively, “**Roddenberry**”) has tried to conceal, contradict or minimize my understanding of these risks. If I decide to leave any of the R.A. Events early and do not complete the entire R.A. Event, I assume all risks associated with my decision to leave and waive all liability (even if caused by the negligence of Roddenberry or any other party) against the Released Parties arising from my decision. I further acknowledge and agree that the Released Parties shall not be responsible for, and I hereby expressly release them from any claims for negligence or otherwise with respect to, the selection of any third party vendor used in connection with any R.A. Event (including transportation vendors), as well as the actions or inactions of any such vendor.

I represent and warrant that if I am under the age of 18, I shall be accompanied on each R.A. Event by a parent or my legal guardian who shall be responsible for my actions and my safety and welfare throughout the course of the R.A. Event. I acknowledge that I am capable of procuring my own independent insurance, at my own cost and expense, covering me against any claim for personal liability or property damage I may make, to compensate me for any injury or harm I may incur while participating in the R.A. Event.

I represent and warrant that I am in excellent mental and physical health and have had no medical or health issues or problems that might interfere with, or otherwise indicate that I should not participate in, any of the R.A. Events, and I know of no other reason (medically-related or otherwise) why I should not participate in any of the R.A. Events.

In case of an emergency, I authorize Roddenberry to arrange for or provide such medical assistance to me, which it believes is appropriate or necessary. I also authorize any paramedic, licensed physician, health care personnel and/or medical facility to provide any medical/surgical care and/or hospitalization of me, including anesthetics, which such paramedic, licensed physician, health care personnel and/or medical facility, determines to be necessary or advisable. Notwithstanding the foregoing, I acknowledge and agree that medical personnel may not be present during the R.A. Event and that Roddenberry is under no obligation to provide medical assistance to me.

This Acknowledgement and Express Assumption of Risk and Release of Liability Form (this “**Agreement**”) is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable. This Agreement contains the complete and exclusive statement of the parties’ agreement as to matters set forth herein and replaces and supersedes all of their prior written or oral, express or implied, agreements, understandings, communications or statements about those matters. This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements of this nature and I hereby consent to the jurisdiction of said State. Although I, for myself, and on behalf of my personal representatives, heirs, spouse, guardians, legal representatives, executors, administrators, successors and assigns and next of kin acknowledge and agree that I and they have waived all rights to bring any claim(s) against the Released Parties, I acknowledge and agree that any claim that I or they might nonetheless bring, and/or any and all other controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof, shall be brought only before the courts in the County of Los Angeles, State of California.

For purposes of this Agreement, the “**Released Parties**” shall include: Roddenberry Adventures, Inc., Roddenberry Dive Team, Inc., Norway Corporation, MBR Productions, Inc., Dragon Productions, Inc. d/b/a Roddenberry.com, Roddenberry Entertainment Inc., Roddenberry Productions, The National Association of Underwater Instructors (NAUI), Eugene Roddenberry, Jr., Heidi Roddenberry, Jennifer Black, Andrew Garb and Mort Kessler as Trustees of the Majel Barret Roddenberry Trust, The Majel Roddenberry Estate, and all of their respective shareholders, officers, affiliated companies, parent companies, subsidiaries, heirs and assigns, and their respective officers, directors, employees and agents, and any other persons or entities in any way connected with and/or related to the foregoing.

I am familiar with and do hereby waive the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions of other jurisdictions) which provides as follows:

“A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

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**I have been given ample opportunity to read this entire Agreement, and I freely and voluntarily assume all risks noted herein, and notwithstanding such risks, I desire and agree to participate in the R.A. Events. I declare under penalty of perjury that all statements made by me in this Agreement are true and I willingly sign this Acknowledgment and Express Assumption of Risk and Release of Liability.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_ Suite, Apt: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EMERGENCY CONTACT INFO:**

Emergency Contact Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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## SCHEDULE 1

### SPECIFIC RISKS AND ACKNOWLEDGEMENTS ASSOCIATED WITH CERTAIN ACTIVITIES

**Without limiting the generality of the general Assumption of Risk and Waiver of Liability to which this Schedule 1 is attached, I hereby acknowledge, agree, represent and covenant as follows:**

• ***CAMPING/HIKING/NATURE TOURS/CAVE EXPLORATION:*** In the event that I will be participating in any hiking activities, I understand and acknowledge that: (a) these activities include known and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity; (b) participating in these activity may result in physical or emotional injury, paralysis, death or damage to myself, to property and/or to third parties; (c) these activities may lead to accidents or illnesses in remote places without medical facilities or medical personnel; (d) the hazards involved with these activities include, by way of example and not limitation, the following: injuries due to weather (including without limitation, frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration), altitude sickness, dangers presented by, and injuries resulting from, wild animals and insects, steep, unsteady or slippery terrain or other environmental conditions, and injury to hands, fingers, feet and toes, including but not limited to inflammation and/or strains of muscles, ligaments and/or tendons, nerve damage or compression and broken bones; and (e) this activity involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I represent that I am physically fit and have no physical or mental condition that should preclude me from participating in this activity. I agree to operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

(INITIAL HERE: \_\_\_\_\_)

• ***SCUBA DIVING:*** In the event that I will be participating in any diving or snorkeling activities, I understand that diving with compressed air involves certain inherent risks, even though I follow all appropriate dive practices and procedures, including but not limited to, decompression sickness, embolism or other hyperbaric/air expansion injury that requires treatment in a recompression chamber. Additional risks associated with scuba diving include, without limitation, drowning, marine life attacks or illness caused by exposure to the ocean and/or the marine/outdoor environment, slipping or falling while on board a boat, being injured by a boat while in the water, and injuries occurring while getting on or off the boat. I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during such activities, and I expressly assume the risk if I am injured as a result of heart attack, panic, hyperventilation, or any other cause related to such physical exertion. I further understand that on any open water diving trip, I will be at a remote site and there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot. I still choose to proceed with the scuba diving activity in spite of the aforementioned risks and the possible absence of a recompression chamber in proximity to the dive site. I am also aware of the dangers of breath holding while scuba diving, and I will not hold the Released Parties and related entities (such as employees, instructors, certified assistants, boat operators, or diver training agencies) responsible if I am injured doing so. I acknowledge that the scuba diving trips will not include any dive instruction or training. I further represent and warrant that I am a certified scuba diver or a student diver under the control and supervision of a certified scuba instructor, and/or (as applicable) an experienced snorkeler and that I thoroughly understand the hazards of scuba diving and snorkeling including hazards occurring during boat travel to and from the dive site. I am at least 15 years of age and if I am under the age of 18, I will be accompanied on any dive or snorkeling activity by a parent or legal guardian who must be a

certified scuba diver and shall be my dive/snorkeling buddy/partner and supervisor for all diving/snorkeling activities throughout the course of the entire R.A. Event. The foregoing is a material inducement to Roddenberry's willingness to allow me to participate in the R.A. Events. I represent that I am physically fit and have no physical or mental condition that should preclude me from participating in this activity. I will inspect all of my equipment prior to the activity and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving. I expressly assume the risk and accept all responsibility to plan my dive and my dive plan. I acknowledge that Roddenberry will not be providing any dive instruction or training during the R.A. Events. **I have read and understood the Standard Safe Diving Practices Statement of Understanding attached hereto and which is incorporated herein by this reference.**

(INITIAL HERE: \_\_\_\_\_) **Are You a Certified Scuba Diver?**            **YES**            **NO**

•        ***EXTREME WATER SPORTS/ACTIVITIES:*** In the event that I will be participating in any extreme water sports or activities, including without limitation, ocean and lake swimming, fishing, tubing, water skiing, wakeboarding, jet skiing, kayaking, canoeing, river or sea cruises, surfing or boogie boarding, I understand and acknowledge that: (a) these activities include known and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity; (b) participating in these activity may result in physical or emotional injury, paralysis, death or damage to myself, to property and/or to third parties; (c) these activities may lead to accidents or illnesses in remote places without medical facilities or medical personnel; (d) the hazards involved with these activities include, by way of example and not limitation, the following: injuries due to weather (including without limitation, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration), death by drowning, dangers presented by, and injuries resulting from, marine life and insect attacks, and injury to hands, fingers, feet and toes, including but not limited to inflammation and/or strains of muscles, ligaments and/or tendons, nerve damage or compression and broken bones; injuries caused by accidents relating to use, misuse and/or faulty operation of equipment used; and (e) this activity involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I represent that I am physically fit and have no physical or mental condition that should preclude me from participating in this activity. I agree to operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual. I acknowledge that I am a capable swimmer and am comfortable swimming in large bodies of water.

(INITIAL HERE: \_\_\_\_\_)

•        ***ZIP-LINING:*** In the event that I will be participating in any zip-lining activities, I understand and acknowledge that: (a) zip-lining is a recreational activity involving travel in three dimensions and that such activity is subject to mishap and even injury to participants; (b) this activity includes known and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity; (c) participating in this activity may result in physical or emotional injury, paralysis, death or damage to myself, to property and/or to third parties; and (d) this activity involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. Some of the risks involved in this activity include: slips and falls or being struck by equipment; the forces of nature, including extremes of weather, lightning and rapid weather changes; exposure to sun, strong wind, water obstacles; the risk of collision with objects; the risk of exposure to insect bites, aggressive and/or poisonous animals and/or marine life; injury to hands, fingers, feet, toes, back and shoulders, including but not limited to inflammation and/or strains of muscles, ligaments and/or tendons, nerve damage or compression and broken bones. I represent that I am physically fit and have no physical or mental

condition that should preclude me from participating in this activity. I agree to operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

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- ***ROCK CLIMBING/MOUNTAIN CLIMBING/SKIING/MOUNTAIN BIKING:*** In the event that I will be participating in any rock climbing, mountain climbing, skiing or mountain biking activities, I understand and acknowledge that: (a) these activities include known and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity; (b) participating in these activities may result in physical or emotional injury, paralysis, death or damage to myself, to property and/or to third parties; (c) these activities may lead to accidents or illnesses in remote places without medical facilities or medical personnel; (d) the hazards involved with these activities include, by way of example and not limitation, the following: falling because of improper anchors, loose holds, improper knots, improper harness-buckling or tie-ins, improper technique; injury due to faulty equipment, weather (including without limitation, frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration), altitude sickness, dangers presented by and injuries resulting from wild animals and insects, and injury to hands, fingers, feet and toes, including but not limited to inflammation and/or strains of muscles, ligaments and/or tendons, nerve damage or compression and broken bone; (e) these activities are held on terrain that may be uncontrolled, unmarked, not inspected and involves many risks, dangers, and hazards, including, without limitation, cornices, crevasses, cliffs, trees, tree wells, tree stumps, forest dead fall, creeks, rocks, rock fall, boulders, and holes and depressions on or below the surface; and (f) this activity involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I represent that I am physically fit and have no physical or mental condition that should preclude me from participating in this activity. I agree to operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

(INITIAL HERE: \_\_\_\_\_)

- ***HANG GLIDING:*** In the event that I will be participating in any hang gliding activities, I understand and acknowledge that: (a) hang gliding is an action sport and recreational activity involving travel in three dimensions and that such activity is subject to mishap and even injury to participants; (b) this activity includes known and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity; (c) participating in this activity may result in physical or emotional injury, paralysis, death or damage to myself, to property and/or to third parties; and (d) this activity involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. Some of the risks involved in this activity include: slips and falls or being struck by equipment on take-off and landing; the forces of nature, including extremes of weather, lightning and rapid weather changes; exposure to sun, strong wind, water obstacles; the risk of collision with objects or other aircraft or watercraft; the risk of exposure to insect bites, travel to remote areas, illness in remote areas, aggressive and/or poisonous animals and/or marine life. I represent that I am physically fit and have no physical or mental condition that should preclude me from participating in this activity. I agree to operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

(INITIAL HERE: \_\_\_\_\_)

- ***PARASAILING:*** In the event that I will be participating in any parasailing activities, I understand and acknowledge that: (a) parasailing is an action sport and recreational activity involving travel in three dimensions and that such activity is subject to mishap and even injury to participants; (b)

this activity includes known and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity; (c) participating in this activity may result in physical or emotional injury, paralysis, death or damage to myself, to property and/or to third parties; and (d) this activity involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. Some of the risks involved in this activity include: slips and falls or being struck by equipment on take-off and landing; the forces of nature, including extremes of weather, lightning and rapid weather changes; exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; the risk of collision with objects or other watercraft; the risk of boat capsize and entrapment; the risk of prolonged exposure to cold water, hypothermia, cold shock and accidental drowning; the risk of exposure to insect bites, travel to remote areas, illness in remote areas, aggressive and/or poisonous marine life. I agree to wear a flotation device (life jacket) while participating in this activity. I represent that I am physically fit and have no physical or mental condition that should preclude me from participating in this activity. I agree to operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

(INITIAL HERE: \_\_\_\_\_)

- ***HOT AIR BALLOONING:*** In the event that I will be participating in any hot air ballooning activities, I understand and acknowledge that: (a) this activity includes known and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity; (b) participating in this activity may result in physical or emotional injury, paralysis, death or damage to myself, to property and/or to third parties; (c) this activity may lead to accidents (including crashes with flying objects, aircraft and/or wildlife) or illnesses (including altitude sickness) in remote places without medical facilities or medical personnel; (d) large open areas are needed for take-off and landing of the balloon, and that such areas may be undeveloped, unimproved and in an unsafe condition; and (e) this activity involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I represent that I am physically fit and have no physical or mental condition that should preclude me from participating in this activity. I agree to operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

(INITIAL HERE: \_\_\_\_\_)

- ***BUNGEE JUMPING:*** In the event that I will be participating in any bungee jumping activities, I understand and acknowledge that: (a) this activity includes known and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity; (b) participating in this activity may result in physical or emotional injury (including, without limitation, uterine prolapse, eye damage (including retinal hemorrhage and orbital emphysema), back and neck injury, rope burns, embolisms, ruptured blood vessels), paralysis, death or damage to myself, to property and/or to third parties; and (c) this activity involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I represent that I am physically fit and have no physical or mental condition that should preclude me from participating in this activity. I agree to operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

(INITIAL HERE: \_\_\_\_\_)

- ***WEIGHTLESS/SUBORBITAL FLIGHTS:*** In the event that I will be participating in any weightless (or so-called “zero gravity”) or suborbital aircraft flights, I understand and acknowledge that: (a) this activity includes known and unanticipated risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity; (b) participating in this activity may result in physical

or emotional injury (including, without limitation, eye damage (including retinal hemorrhage and orbital emphysema), back and neck injury, embolisms, ruptured blood vessels), altitude sickness, paralysis, death or damage to myself, to property and/or to third parties; and (c) this activity involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I represent that I am physically fit and have no physical or mental condition that should preclude me from participating in this activity. I agree to operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.

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