

**PARTICIPANT & PATIENT & CLIENT AGREEMENT,
RELEASE AND ACKNOWLEDGEMENT OF RISK**

HAWKE, Inc. (hereafter known as **HAWKE**) its owners, agents, directors, shareholders, and employees does not own or operate any supplier of transportation or other goods or services such as hotel accommodations or sightseeing establishments utilized on this project, and consequently assumes no responsibility for any injury, loss, damage, delay, or death to person or property arising from the negligent or willful act or failure to act of any person who is to or does provide goods or services for this project or for the action or inaction of any other third party. Without limitation, **HAWKE** is not responsible for acts of God, equipment failures, vehicle accidents, illness from food or otherwise, detention, assaults, theft or criminal activity, annoyance, delays, quarantine, strikes, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transit or hotel services over which it has no control.

HAWKE is not responsible for any dangers or outcomes, which result from any activity, from which the client chose to participate, which warranted the request for security. **HAWKE** security is only present to prevent harm and mitigate threats and reduce danger when possible, practical and feasible. In no way is **HAWKE** required to take any risk to its personnel in the performance of its duties. **HAWKE** Security will be armed when required and will use only that force necessary to prevent harm to clients, innocent by-standers and themselves. They will use their fitness and martial arts skills prior to using any weapons if the situation permits. They will try to avoid or de-escalate when possible. They will be responsible as the operator on the ground to make the determination as to what actions are required for maintaining a safe and secure situation for the client(s).

Likewise, **HAWKE** Medics are only there to provide limited first aid and basic health care in the absence of, or when remotely operating from, other medical care. They will operate within the scope of their training, even though this is not stating they are certified or currently licensed. They provide previous experience and prior training in the capacity of a "Good Samaritan" only, and as such, they are neither legally nor technically required to provide care, nor will they render care unless it is asked for and accepted by the client. If the client requests a specific level of care or license, then that will be provided and it will be so stipulated in the contract prior to engaging in any activity. The **HAWKE** medics will operate within their scope of practice and licensure in these cases, unless extreme circumstances warrant them exceeding their protocol but not their training. They will use all their skills to save lives and provide care.

In consideration of the services of **HAWKE**, its owners, members, officers, directors, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as "**HAWKE**"), I hereby agree to release and discharge **HAWKE**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge outdoor and media activities, including instruction, entail known and inherent risks, as well as unknown/unanticipated risks which could result in serious physical or emotional injury, paralysis, death, drowning or damage to myself, third parties and my own or others' property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

These risks include but are not limited to: 1) weather conditions that may change quickly, including wind, lightning, fog and excessive heat and sun; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 4) my own physical condition and my own acts or omissions; 5) the consumption of tainted food or drink during the trip, including exposure to polluted or contaminated water; 6) my own and other participants' attempts to exceed outdoor skills and/or in a reckless manner; 7) my own failure or that of other participants to follow the safety guidelines and other instructions of **HAWKE**' guides/instructors; 8) improper use of equipment; 9) inadequate repair or maintenance of **HAWKE**' facilities and equipment; 10) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by **HAWKE**. 11) vehicular or pedestrian accident while being transported or walking to or from **HAWKE**' staging areas; and 12) error or negligence on the part of **HAWKE** and its instructors, guides, medics, security and employees, including insufficient instruction or assistance.

Furthermore, **HAWKE**' instructors, medics, security and guides have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **HAWKE** from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or use of **HAWKE**' equipment or facilities, including any such claims which allege negligent acts or omissions of **HAWKE**.
4. Should **HAWKE** or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that substantive Nevada law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in Nevada. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.
5. I certify that I have insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if I am hurt or any property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **HAWKE** on the basis of any claim from which I have released it herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Being fully aware of the risks and hazards of adventure travel and action activities on this or any project or **HAWKE** adventure trip, and being of completely sound mind and body as I make this declaration, I hereby affirm that I alone am responsible for my own health, safety and well-being while on this adventure trip. Therefore I assume all known and unknown risks myself; and I further assume full legal and financial responsibility for any and all risks in connection with this adventure trip, and also full legal and financial responsibility for any personal injuries, illnesses, property damage, and for any manner of death, which may befall me while I'm participating in this **HAWKE** adventure trip. Therefore I forever hold harmless, discharge and release in advance, **HAWKE**, Inc. its owners, associates, agents, representatives, employees, contractors and sub-contractors, from any and all liability, whether known or unknown, and whether it occurs in the past, present or future.

Furthermore, with full awareness of the rights that I permanently waive by my signing this document, I hereby forever hold harmless, discharge and release **HAWKE**, associates, agents, representatives and employees, from any and all forms of litigation, actions, causes of action, claims, debts, demands of every kind or nature whatsoever, including any and all litigation and claims arising from my death, personal injury, illness, property damage, inconvenience, pain, suffering, distress and discomfort which are related to any and all adventure activities, or related to any and all non-diving activities that I may experience on this upcoming **HAWKE** adventure trip, and which may hereafter accrue to me on some future date as a result of my participation on this adventure trip. I agree that every provision of this release and waiver holds forever, whether or not any of the above-listed mishaps are foreseeable or preventable by, agents, associates, representatives or employees.

Furthermore, I agree to forever hold harmless, discharge and release **HAWKE** associates, agents, representatives, employees and contractors, generally and specifically, from any and all liability, and from any and all claims or litigation, and from any and all judgments for damages, which are related in any way to my death, personal injury, illness, property damage, pain, suffering or discomfort -- arising from my training for this upcoming **HAWKE** adventure trip.

Furthermore, I agree and affirm, with full awareness of the rights that I am hereby waiving forever, that all of my acknowledgments, waivers, releases and assumptions of risk in this document will also be forever binding on all of my attorneys, heirs, assigns, relatives, associates, partners, friends and agents.

Furthermore, I fully and forever hold harmless, discharge and release **HAWKE**, agents, associates, employees and contractors from any and all other legal damages, general and special, including but not limited to damages arising in any way from loss of compensation, loss of services and loss of consortium, on account of any bodily injuries or property damage, or manner of death I may suffer -- arising from this **HAWKE** adventure trip.

Furthermore, I freely declare that this release extends to and includes any and all unknown, unanticipated and unsuspected injuries and damages from this upcoming **HAWKE** adventure trip, and all consequences thereof. Therefore I freely and expressly waive my inclusion under any federal or state code or law to the contrary; and I declare all such codes and laws to be null and void and of no effect as they relate to me, now and forever, as far as all provisions of this release and waiver document, and all parties mentioned herein, are concerned.

Furthermore, I hereby agree and affirm that all terms and provisions of this release and waiver are contractual, and are therefore legally binding upon me; and that this release and waiver also is binding upon all of my family and representatives, and is not merely a recital. I further affirm that I have carefully read all provisions of this document, and that I clearly understand and agree in full with the meaning, purpose and intent of this document.

By my signing of this section I hereby personally assume any and all risks and liability, which are related to all of the below-mentioned travel sites, vehicles, vessels, places of lodging, excursions and activities, which I may encounter during the course of this upcoming **HAWKE** adventure trip.

By signing this section I also forever hold harmless, discharge and release **HAWKE**, associates, agents, representatives, employees and contractors, from any and all liability, and from any and all claims, litigation, actions, causes of action, debts, and demands of every kind and nature whatsoever, related to all of the below-mentioned items of this section:

All of my non-diving vacation activities and excursions, including but not limited to all ethnic meals and feasts, all cultural festivals and celebrations, all meals at restaurants or from sidewalk vendors, all types of hiking or exercise anywhere, all sightseeing trips in taxis or rental vehicles, all forms of photo trips, all excursions to look for artifacts or gifts, all other side trips in any land vehicles, all boat trips of any form whatsoever and all forms of land- or water-based entertainment.

Any and all non-scuba-diving sports such as snorkeling, windsurfing, bicycle riding, motor scooter or motorcycle riding, horseback riding, swimming, jogging or running, mountain or cliff climbing, cave exploration, sailing, fishing, kayaking, canoeing, body surfing and all other forms of outdoor or indoor sport that I may undertake at any time while I'm on any **HAWKE** adventure.

All personal activities whatsoever inside my room, or anywhere inside or near the hotel, resort, live-aboard vessel, guest house or any other form of lodging where I stay on any **HAWKE** adventure.

All forms of transportation that I use at any time on this upcoming **HAWKE** adventure trip, including but not limited to all forms of airplanes, all taxis, limousines, buses, vans, mini-vans, cars, motorcycles, motor scooters, boats, yachts, adventure tenders, live-aboard adventure vessels, fishing vessels -- regardless of whether I rent said transportation mode myself, or it is rented for me by **HAWKE**.

Furthermore, regarding all scuba diving equipment and other diving-related gear, and all other types of sporting gear which I choose to rent while on this **HAWKE** adventure trip, or which I rent in preparation for this adventure trip, I hereby freely assume full financial and legal responsibility for any and all accidents, injuries, debilitating medical conditions, death or other unforeseen mishaps that might befall me as a result of my renting said equipment in connection with any **HAWKE** adventure.

Therefore, I forever hold harmless, discharge and release **HAWKE**, its associates, agents, representatives, employees and contractors, from any and all liability, and from any and all claims, litigation, actions, causes of action, debts and demands of any kind whatsoever, which may arise from property loss, property damage, accidents, injuries, or death related to my rental and use of said diving or sporting equipment on any **HAWKE** adventure.

Furthermore, I hereby affirm that I currently hold, and I agree to maintain throughout the time that I train for and participate in this **HAWKE** adventure trip, complete health, medical and emergency evacuation insurance that is sufficient to cover even catastrophic injuries in foreign countries.

I further agree and declare that it is my sole responsibility to keep and maintain such medical insurance at a level that will cover any and all emergency expenses related to my diving activities overseas. Therefore I hereby forever hold harmless, discharge and release **HAWKE** associates, agents, representatives and employees from any financial or legal responsibility for providing or paying for said insurance coverage.

Furthermore, I state that I am of lawful adult age, and am not a minor in my home state or province, and that I am legally competent to sign this document, and that I have signed it of my own free will, without any form of outside pressure or coercion whatsoever.

Furthermore, I affirm that I have been completely and properly trained in at least basic open-water scuba diving, and that I have received and now hold at least a basic Open Water Certification Card from PADI, NAUI, SSI, YMCA or another internationally recognized diving certification agency if I am to do any Scuba activities.

(PLEASE NOTE: If you are a non-scuba-diving client -- for example a vacation traveler who will only be snorkeling or taking a scuba "Resort Course" -- then this provision is not applicable.)

Furthermore, I affirm that I have a valid passport and visa if needed, and that I have received all necessary immunizations for any **HAWKE** adventure, and that I will take with me all proper scuba gear, in good repair, as recommended by **HAWKE**.

Furthermore, I hereby affirm and verify that I have carefully read all Terms and Conditions of my contract with **HAWKE**, and that I've also read all other required pre-departure documents, and I understand all of these documents in full, and I promise to abide completely and fully by all of these Terms and Conditions.

Signature of Participant: _____

Print Name: _____

Signature of Parent/Guardian: _____

Print Name of Parent/Guardian: _____

Address:

Participant's Age if minor _____ or (Check if over 18 years) []

Phone: _____

E-mail: _____

Emergency Contact Name: _____

Relationship: _____

Number: _____

Address: _____

E-mail: _____

Any Allergies, Medications or Medical Conditions should be noted here for **HAWKE** Cadre prior to engaging in any activities or adventures or are to be included on the PT HX Form: