

WAIVER RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

For good and valuable consideration, I hereby agree to waive, release and discharge Xpedition Travel, LLC, a Michigan limited liability company and/or Compass Coach, Inc., a Michigan corporation, (hereinafter, "Sponsors", whether one or more), jointly and individually, on behalf of myself, heirs, assigns, personal representative and estate, from any and all liability or alleged liability incurred in connection with my participation in ski trips, including boarding and disembarking from the motor coach, at all pick-up, drop-off and other locations, during the 2013 ski season. (The undersigned's participation in said ski-trips, including boarding and disembarking from the motor coach, is hereinafter referred to as "Activity") I also agree as follows:

- 1) I acknowledge that Activity involves known and unanticipated risks that could result in physical or emotional injury, paralysis or permanent disability, death and property damage. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the Activity.
- 2) I expressly accept and assume all of the risks inherent in this Activity. My participation in this Activity is purely voluntary and I elect to participate despite the risks.
- 3) I hereby voluntarily waive, release, forever discharge and agree to indemnify and hold harmless Sponsors from any and all claims, demands, or causes of action which are in any way connected with Activity. Should Sponsors or anyone acting on behalf thereof incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 4) I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this Activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition that 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.
- 5) I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in Activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document, or had another read it to me, and, should I choose to do so, consult with legal counsel prior to signing. I understand this document and I agree to be bound by its terms.

Participant:

Signature _____

Print Name _____

Guardian _____

Address _____

Telephone _____

Date _____