

PARTICIPATION AGREEMENT
(Legal Guardian or Individual over the age of 18)

THIS PARTICIPATION AGREEMENT (“Agreement”) is made and is effective as of the last date executed (hereinafter the “Effective Date”) by and between Sky Meadow Retreat LLC (“Sky Meadow”) and the adult or guardian identified (“Adult”), who is executing this Participation Agreement personally, and on behalf of themselves and any minor children specified below (the Adult and any minor children on whose behalf Adult signs this Agreement are collectively referred to as the “Participants”). Sky Meadow and the Participants are collectively referred to as the “Parties.”

WHEREAS, Sky Meadow owns and/or operates a recreational retreat located at 63 Winchester Road in Greensboro Bend, Vermont (hereinafter the “Retreat”, “Premises”, or “Property”); and

WHEREAS, Sky Meadow makes the Retreat available to customers solely for recreational use and enjoyment, not as a service to the general public; and

WHEREAS, Participants desire to engage in all activities at the Retreat; and

WHEREAS, Participants know, understand, and acknowledge that participation in activities at the Retreat is purely voluntary, not essential or necessary, and intended solely for recreational enjoyment; and

WHEREAS, Participants know, understand, and acknowledge that the use of any of the equipment, services, grounds, facilities and/or activities at Retreat (collectively “Use of the Facility”) constitutes an inherently risky activity that could result in serious physical injury or death, damage to property, and injury to third parties; and

WHEREAS, Sky Meadow will not make the Retreat available to Participants unless Participants are willing to take personal responsibility for any and all known and unknown injuries to Participants, damage to property, and injuries to third parties which may result from Participants’ Use of the Facility, including without limitation the voluntary participation in activities at the Retreat and any of the other causes identified hereinafter.

NOW THEREFORE, in consideration of the promises and the mutual covenants, conditions, representations, and agreements contained herein, as well as the cost to visit the Retreat, the Parties hereby agree as follows:

1. Waiver and Release of Liability

To participate in the Use of the Facility, all Participants, on behalf of themselves, and their parents, spouses, children/wards, heirs, assigns, representatives, estates, successors, attorneys, insurers, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the “Releasing Parties”), forever, finally, fully, permanently and unconditionally waive, release, acquit and discharge Sky Meadow, and its

present and former employees, owners, members, principals, directors, subsidiaries, affiliates, representatives, predecessors, successors, shareholders, partners, parents, officers, agents, assigns, servants, attorneys, insurers, suppliers, manufacturers, clients, customers, participants, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the “Released Parties”), to the fullest extent permitted by law, from any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants’ Use of the Facility, and any claims for costs, expenses and attorneys’ and expert fees associated therewith.

2. Assumption of Risk

Releasing Parties know, understand and acknowledge that the Use of the Facility constitutes an inherently risky activity that may result in serious injury or death, injury to third parties, and damage to property. Releasing Parties know, understand and acknowledge that these risks include, but are not limited to, drowning in water, sports-related injuries (for example, injuries from cycling, skiing, snowshoeing, sledding, zip-lining, tree-climbing and hiking), fainting, overheating, frostbite, encounters with bears, alpacas, other wildlife and farm animals, burns and other fire-related injuries, injuries occurring as a result of chopping or sawing wood, injuries caused by falling trees and branches, injuries and illnesses resulting from insect bites and stings, injuries and illnesses resulting from the consumption, ingestion or inhalation of any foods, beverages or other substances including, without limitation, peanuts, nuts, nut oils, egg, shellfish, dairy, gluten, soy, produce and other food allergens, and illnesses and injuries from consumption of wild mushrooms, wild berries and the like. Releasing Parties hereby assume the risks, both known and unknown, of personal injury or death, injury to third parties, and damage to property that arise out of or relate in any way to Participants’ past, present or future Use of the Facility. Releasing Parties know, understand and acknowledge that they may contract certain illnesses, viruses, or diseases by being present at or participating at the Retreat, including surrounding areas. Releasing Parties hereby assume the risk both known and unknown of contraction of such illnesses, viruses, or diseases, that arise out of or relate in any way to Participants’ past, present or future Use of the Facility.

2(a). Allergy Awareness Notification

If you have food allergies, please be aware that Released Parties do not guarantee that the Retreat is an allergen-free environment. The Retreat’s catering service food and the Retreat’s shared kitchen equipment may contain peanuts, nuts, nut oils, egg, shellfish, dairy, gluten, soy, produce and other food allergens.

3. Indemnification

To the extent allowed by law, the Releasing Parties hereby indemnify and covenant to hold harmless and defend Released Parties from any and all charges, passive and active negligence, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums

of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' Use of the Facility, or based on or arising out of any breach of this Agreement, its covenants, representations, or warranties by the Releasing Parties, and any claims for costs, expenses and attorneys' fees and/or expert fees associated therewith.

4. Fitness to Participate

Participants represent that they: (i) are in good health, and in proper physical condition to participate in the Use of the Facility and all activities at the Retreat; (ii) are not under the influence of alcohol, illicit or prescription drugs or other substances that would in any way impair their ability to safely participate in the Use of the Facility and any activity at the Retreat; (iii) do not have any preexisting conditions which would make Participants unfit to participate in the Use of the Facility and/or any activity at the Retreat. It is the sole responsibility of all Participants to determine sufficiency of health, fitness, and ability to participate in the Use of the Facility and any activity at the Retreat.

5. Covenant Not to Sue

Releasing Parties hereby covenant not to sue Released Parties on account of any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' Use of the Facility, and any claims for costs, expenses and attorneys' fees associated therewith.

6. Representations, Warranties, and Further Assurances

Adult represents and warrants that she/he was given ample opportunity to read and review this Participation Agreement. Adult further represents, warrants, and covenants (a) that Adult is the parent or legal guardian of the minor Participants, (b) that Adult has and will maintain adequate medical or other insurance to cover and pay for any possible injury that may occur to Participants and/or third parties ("Insurance") that arise out of or relate in any way to Participants' presence at the Retreat, participation in any of the activities at the Retreat, or Use of the Facility ("Injury Event"); and (c) that in the event of any Injury Event, the Insurance shall be used as the primary insurance and shall cover all costs, expenses, losses, and damages related to injuries arising from or connected in any way to Use of the Facility or such Injury Event, without any rights of subrogation. Participants further represent and warrant that they have read and must follow the rules of the Retreat as amended from time to time, and will cause other Participants (including minor children) to follow such rules, including without limitation rules conveyed orally, and any rules posted on signs within the Retreat.

7. Integration

This Participation Agreement constitutes the entire and only agreement and understanding between the Parties with respect to the subject matter hereof and may not be altered, enlarged, or abridged except by an agreement in writing executed by all of the Parties hereto.

8. Binding Nature of this Participation Agreement

The provisions of this Participation Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. Participants understand that Participants have the chance to consult with an attorney about this Agreement and are signing it voluntarily.

9. Severability

All the provisions of this Participation Agreement shall be considered as separate terms and conditions. In the event that any provision hereof is determined to be invalid, prohibited, or unenforceable by a court or other body of competent jurisdiction, this Participation Agreement shall be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable. Notwithstanding the foregoing two sentences, in the event that any of the provisions of this Participation Agreement should be determined to be invalid, prohibited or unenforceable, the validity, legality and enforceability of the remaining provisions contained in this Participation Agreement shall not in any way be affected or impaired thereby.

10. Governing Law

This Participation Agreement shall be governed by and construed in accordance with the laws of the State of Vermont without regard to any conflict-of-law rules of another state. Releasing Parties understand and acknowledge that the laws of the State of Vermont may be more likely to recognize the validity and enforceability of the terms of this Participation Agreement -- including the parental waiver and indemnification provisions -- than the laws of other states. In executing this Participation Agreement, Releasing Parties expressly intend and desire for the substantive laws of the State of Vermont to govern the validity and enforceability of this Participation Agreement.

11. Mediation and Arbitration

Any and all disputes, claims, or controversies arising out of or relating in any way to this Agreement, including but not limited to Participants' Use of the Facility must be submitted to a formal mediation using a mediator, or a comparable impartial third party, either appointed by the American Arbitration Association or any other mediator to which the Parties agree in writing. Mediation must commence within any applicable statute of limitations, and shall be deemed to commence when a Party notifies the agreed-upon mediator, in writing, of its request for mediation, the subject of the dispute, and the relief requested. Mediation shall be deemed to be

in the nature of settlement negotiations and any dispute not otherwise satisfactorily resolved via mediation shall be subject to mandatory, final and binding arbitration. Either Party may initiate arbitration with respect to the matters submitted to mediation by notifying the other Party, in writing and within ten days after the mediation is concluded, of its demand for arbitration. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as arbitrator in the case. Except as otherwise agreed in writing by the Parties or as required by applicable law, any mediation and arbitration shall be conducted in Vermont. Similar to a judge or jury, an arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, however the scope and rules of arbitration differ, and review is limited. In the event that mediation does not result in a settlement, arbitration shall be the sole and exclusive forum for resolution of the dispute, claim or controversy, and the arbitration award shall be in writing, state the reasons for the award, and be final and binding. Judgment thereon may then be entered in any Vermont court of competent jurisdiction. By signing this Agreement, the Participants, to the fullest extent permitted by law, agree to this Section 11 and agree to settle disputes only by individualized mediation and, if mediation is not successful, arbitration, with disputes from different participants to be heard in different proceedings. Participants thereby waive their right to seek relief in a court of law and have any and all claims decided by a jury or a judge, or to maintain other available court action or administrative proceedings to settle Participants' disputes.

12. Attorneys' Fees for Breach of this Participation Agreement

In the event either Party hereto defaults in any of the covenants or agreements contained herein, including without limitation the eleventh clause, the non-prevailing Party shall pay all costs and expenses, including reasonable attorneys' fees and expert fees, incurred by the prevailing Party as a result of this default.

13. Use; Acknowledgment of the Rules

Participants understand that in order to be present at or participate in the Use of the Facility or any portion thereof, Participants must complete all of the following: (1) sign this Agreement; and (2) read and abide by the rules and regulations prescribed by the Retreat. Additionally, Participants agree that Participants will ensure any guest Participant brings to the Retreat signs Sky Meadow's standard Participation Agreement form and completes the other steps required for Use of the Facility or any portion thereof. Participants understand that Participants are responsible for any guests which Participants bring to the Retreat, and therefore agree to indemnify the Released Parties for any liability arising out of Participants' guest's visit to or Use of the Facility or any portion thereof. All Participants **MUST READ, UNDERSTAND and FOLLOW** all Retreat rules as amended from time to time. By signing this Agreement, you are representing and warranting that you have **READ, UNDERSTAND and WILL FOLLOW ALL RULES** as amended from time to time.

13(a). Rules and Policies of Property

Participants are strongly encouraged to visit the organization's website, www.skymeadowretreat.com, and specifically its "FAQs and Property Policies" section

(<https://skymeadowretreat.com/faqs/>) for a complete list of common questions and rules to be followed while visiting the Property. For example, but not an exhaustive list, include the following policies:

Compostable Toilet Use. There exist three (3) bathrooms with three (3) flushable toilets on the Property. Additionally, there are three (3) outhouses (“non-flushable outdoor toilets”) on the Property; lastly, there are composting toilets in the upper barn suites and many of the outbuildings. *These composting toilets are OPTIONAL* and exist simply as an additional courtesy for guests. Their use is NOT necessary; guests may choose to use the flushable toilets during the entirety of their stay. However, IF GUESTS ELECT TO USE any of the composting toilets, *it is our company policy that guests empty said toilet(s) as part of the check-out process*; instructions for how to do so are posted near these toilets.

Woodstove / Fire Use. Awareness of Cold Weather as a Possibility. It is expected that, at all times, guests be responsible with respect to their use of any combustible substances, including use of the fire stoves or fireplaces on the Premises. Being able to set and managing one own’s fire while staying on the Property is a prerequisite; guests should not expect property caretakers to make fires for the guests. Additionally, as the Property is in Vermont, it should be known that nights (even in summer) may grow cold. As such, guests are expected to bring appropriate clothing and/or conduct themselves in such a way that does not invite unnecessary discomfort, such as keeping windows open—especially when simultaneously trying to heat rooms.

Dog/Pet Policy. Domestic dogs (pets) are NOT allowed at Sky Meadow. Service dogs are allowed, but *must remain leashed* at all times while outside. Small animals such as household birds that remain indoors are allowed.

Swimming Policy. We allow swimming in all ponds on the Property. However, we have NO lifeguard on-site. Guests swim at their own risk! No one under the age of 18 is to swim unattended and without an adult.

14. Data Storage and Use

In the event Participants choose to provide such data, Sky Meadow may collect and store data that includes sensitive and personally identifiable information. This includes, for example, names, contact information (such as a mailing address, e-mail address and/or or phone number), and dates of birth. Sky Meadow may use this data to help towards development of new services or to improve existing services, to provide advertising and other information to Participants (including e-mails about special offers, new services, or other information that may be of interest to Participants), or for any lawful business purpose, or to allow Sky Meadow’s business partners to do the same. Sky Meadow also reserves the right to access, use, and share Participants’ personally identifying information with others for purposes of health, safety and other matters in the public interest. Sky Meadow may also provide access to its database or stored data in order to cooperate with investigations or legal proceedings initiated by governmental and/or law

enforcement officials, as well as private parties, including, for example, in response to a subpoena, search warrant, court order or other legal process.

15. Subsequent Visits

This Agreement shall apply to all of Participants’ future visits to the Retreat.

16. ACKNOWLEDGEMENT OF ARBITRATION

I understand that this Participation Agreement contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

IN WITNESS WHEREOF, the Adult has signed this Participation Agreement as of the Effective Date.

Any minor must have his or her parent or legal guardian sign this Agreement before that minor can participate in any activities or Use of the Facility. Sky Meadow may rely completely on the representation made by an individual who claims to be the parent or guardian of a participant and shall not be obligated to independently verify whether or not such individual is in fact the parent or legal guardian of the participant. By signing this Agreement for yourself without a parent or guardian also signing, you are representing to Sky Meadow that you are at least 18 years of age and that you agree to all of the above terms and conditions.

I, _____, have read and agree to the terms and conditions set forth in the preceding Agreement as shown. By typing or signing your name here, you are agreeing to the terms of this Agreement and your typed name will be considered a signature for purposes of enforcing this Agreement.

Name of Minor Under 18 Years Old	Date of Birth

Signed: _____

Dated: _____