

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**  
**AND**  
**RELEASE AND INDEMNITY AGREEMENT**

*Please Read Thoroughly*

There are inherent risks involved with the activities that participants in the Girls Actively Participating! program engage in. Although Girls Actively Participating! (hereinafter referred to as "GAP!") has taken reasonable steps to provide participants with skilled guides and/or appropriate equipment so they can enjoy activities for which they may not be skilled, GAP! wishes to remind you that certain risks cannot be eliminated. We do not want to frighten you or reduce your enthusiasm for the GAP! program, but do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

I understand that Girls Actively Participating! activities (hereinafter referred to as "Activities") may include, but are not be limited to, hiking, running, jumping, swimming, rock climbing in a rock gym, interacting with community members, interacting with animals, and/ or traveling to and from certain activities (hereinafter referred to as "Activities"). I acknowledge that the following describes some, but not all, of the inherent risks associated with GAP! Activities:

1) Falling; 2) Equipment failure and/or operator error; 3) Risk that a GAP! guide, staff member, volunteer or contractor may misjudge a Participant's capabilities or misjudge medical treatment, weather, terrain or route location; 4) An "act of nature" which may include inclement weather, thunder and lightning, sever and/or varied wind, temperature or weather conditions, and rock fall; 5) Cold weather and heat related injuries and illnesses including frostbite, heat exhaustion, heat stroke, hypothermia, and dehydration; 6) Attack by or encounter with insects, reptiles, or animals; 7) Accidents or illnesses occurring in remote places where there are no readily available medical facilities; 8) Risk associated with travel to and from Activities, including travel by foot or vehicles in snow, rain, sleet and other adverse weather conditions. (Vehicles used to transport participants to and from Activities are privately owned and operated by drivers over the age of 21.)

I understand the above description of possible risks is not complete and that other unknown or unanticipated risks may exist and acknowledge that the inherent risks, hazards and dangers of GAP! Activities can cause injury, property damage, illness, mental or emotional trauma, disability or death. I confirm that I and/or the minor child for whom I am parent, guardian or otherwise legally responsible (hereinafter referred to as "the Participant") is physically and mentally capable of participating in the Activities and participates willingly and voluntarily. I assume and accept full responsibility for the Participant engaging in the Activities, for bodily injury, illness, death, loss of personal property and any expenses as a result of the inherent risks and dangers of participating in the Activities or of the Participant's own negligence or misconduct.

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**RELEASE AND INDEMNITY AGREEMENT**

In consideration of Girls Actively Participating!, a Wyoming non-profit corporation, (hereinafter referred to as "GAP!") permitting me and/or a minor child for whom I am parent, guardian or otherwise legally responsible (hereinafter referred to as "the Participant"), whose name is: \_\_\_\_\_, and whose address is: \_\_\_\_\_, to participate in GAP! Activities, I hereby agree to:

- (1) release GAP!, its directors, officers, agents, employees and volunteers from any and all liability resulting from Participation in the Activities, and waive any claim for damages by me, my family, estate, heirs or assigns or those of the Participant; and
- (2) defend and indemnify ("indemnify" meaning protect by reimbursement or payment) GAP!, its directors, officers, agents, employees and volunteers against all claims brought by me, my family, estate, heirs or assigns or those of the Participant or by a co-participant or any other person for any injury, damage, death or other loss to the extend caused by the Participant's conduct.

I have fully informed myself of the contents of this Acknowledgement and Assumption of Risks and Release and Indemnity Agreement by reading it before I signed it and understand the future rights I am giving up for myself and/or on behalf of a minor child for whom I am parent, guardian or otherwise legally responsible by signing this document. I further understand that it covers any losses caused or alleged to be caused by the negligence of GAP! and covers claims of personal injury, property damage, wrongful death, breach of contract or otherwise. I confirm that I am of lawful age and legally competent to sign this document and understand that the terms are contractual and not mere recitals.

I agree to inform GAP! of any allergies, medications or medical conditions that may in any way affect my or the Participant's ability to perform any GAP! activities that I am/she is likely to engage in.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ (Home) \_\_\_\_\_ (Work/Cell)  
Name of Minor Child/Participant: \_\_\_\_\_  
Allergies, Medications or Medical Conditions: \_\_\_\_\_  
\_\_\_\_\_  
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