



GOOD LIFE GIRLS, LLC
WAIVER AND RELEASE OF LIABILITY

PLEASE PROVIDE INITIALS NEXT TO EACH PARAGRAPH INDICATING THAT YOU HAVE READ FULLY AND UNDERSTAND EACH SECTION AND AGREE TO THE FOLLOWING:

Notice: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my child permitted by the Good Life Girls group to participate in any/applicable climbing, biking, hiking, stand-up paddleboarding, rafting, art, yoga, or conditioning program offered by the Good Life Girls, LLC program including, but not limited to, climbing lessons, stand-up paddleboarding lessons, raft trips, bike lessons, art lessons, yoga lessons, hiking trips etc. I agree to the following waiver and release and I make these following representations:

Please initial at the blank line below:

RELEASE FROM LIABILITY

I, _____ acknowledge that my child will be attending Good Life Girls, LLC summer program in the Gunnison Valley in Colorado in the summer of 2018. I release Good Life Girls, LLC from all liability for any and all injuries or death sustained while my child attends Good Life Girls, LLC.

I, _____ release Good Life Girls, LLC from all liability for any lost or damaged personal items.

I, _____ release Good Life Girls, LLC from all liability if we have to change venues/activities/ locations.

I, _____ release Good Life Girls, LLC from all liability for any and all potential transportation issues, including and not limited to injury and/or death resulting from transportation operated by Good Life Girls, LLC.

I, _____ release Good Life Girls, LLC from all liability for and and all unsatisfied services and products.

MEDICAL

I, _____ grant permission to any person in connection with Good Life Girls, LLC to apply sunscreen to my child.

I, _____ grant permission to any person in connection with Good Life Girls, LLC to administer pre approved medicine to my *child*.

I, _____ grant permission to any person in connection with Good Life Girls, LLC to administer basic first aid to my *child*.

I, _____ grant permission to any person in connection with Good Life Girls, LLC to take my *child* _____ to the Hospital in case of emergency, and consent to emergency treatment until the time of my arrival at the Hospital. I understand that every effort will take place to contact me in the event that such an emergency takes place.

MEDIA

I, _____ do hereby release to Good Life Girls, LLC, its assigns, licensees, affiliates, and legal representative the irrevocable rights to use my child's pictures, videos, artwork, in all forms and media and in all manners, including composite or distorted representation, for any and all purpose including advertising in all forms (including but not limited to social media, including but not limited to Facebook, Instagram) for unlimited time, and I waive the right to inspect or approve the finished product, including written copy, that may be created in connection therewith.

GENERAL LIABILITY

_____ **HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ROCK CLIMBING, MOUNTAIN BIKING, WATER SPORTS, HIKING, AND OTHER HAZARDOUS ACTIVITIES.** I realize that those risks include, but are not limited to: falls from or contact with walls, bikes or equipment, bad decision-making, inattention of participants or actions of other participants, misuse or failure of equipment, holds which may have become loose or damaged, falling and accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of climbing/mountain biking/hiking/stand-up paddleboarding/rafting and I agree that said list in no way limits the extent or reach of this release.

_____ [The Undersigned] acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this

document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE. THE UNDERSIGNED VOLUNTARILY ASSUME ALL RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.**

_____ voluntarily agree to assume all risks of personal injury, including paralysis and death, which may occur while my child is climbing, or participating in any event, program at any time. I hereby knowingly and intentionally waive and release any and all claims or causes of action which might arise from climbing or participation, and agree to indemnify, hold harmless and defend the Good Life Girls, LLC, its successors, assigns, officers, employees, volunteers, lessors and agents from all liability for any such damage, injury, paralysis or death which may result. My child is in good health and has not any known physical limitations, which affect my child's participation in activities described in the registered activity. **THE UNDERSIGNED recognize that helmets are required for mountain biking and climbing at all times.**

This Waiver/Release shall be effective even though said loss, damage or injury results or has resulted from negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Good Life Girls, LLC, or the other parties released.

_____ [The Undersigned] agree and understand that taking part in the Activity can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledges that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to:** Interaction with other children/participants; outdoor activities; taking field trips by walking, or by use of natural areas or public transportation; playing, eating and/or sleeping in a child care environment; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others; Participant's failure to comply with instructions; rocks of various sizes; paved and unpaved surfaces; uneven and/or slippery trail conditions; marked and unmarked obstacles; varying weather and surface conditions; variations in terrain; bumps; stumps; forest growth; loose dirt and gravel; holes and potholes; downed timber; debris; wet surfaces; slick or uneven walking surfaces; encountering or collisions with bikes, vehicles of all kinds, and heavy equipment; being struck by arrows; wild animals; rugged mountainous terrain; and high altitude; falling; drowning; currents; entrapment; changing weather conditions; existing and changing ice conditions; collisions with natural and man-made objects and with others; equipment failure; equipment malfunction; improper use of equipment; tripping; loss of balance; marked and unmarked obstacles; strenuous activity; hypothermia; high altitude; swinging equipment; worn and/or damaged equipment; falling equipment; other participants falling; other participants swinging; the physical condition of Participant; choice of route; choice of tricks; wet equipment; and all dangers associated with swimming, sailing,

canoeing and being on or near open surfaces of water.

_____ [The Undersigned] acknowledge and understand that the description of the risks listed above is not complete and that participating in the Activity may be dangerous and may include other risks. **RECOGNIZING THESE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

_____ [THE UNDERSIGNED] understands and agree that at the scheduled end time for Good Life Girls Program, the PARTICIPANT is no longer considered a PARTICIPANT, and, if applicable, that parent or legal guardian is responsible for picking up their minor PARTICIPANT at the allocated time. **Good Life Girls, LLC is not responsible for accidents that may occur after the completion of the Activity.**

_____ [THE UNDERSIGNED] represents that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for the PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.

In consideration for allowing PARTICIPANT to participate in the Activity, the Undersigned AGREE THAT ANY AND ALL CLAIMS for injury and/or death arising from the PARTICIPANT'S participation in the Activity shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION of any claim shall be the DISTRICT COURT OF GUNNISON COUNTY, COLORADO or in the FEDERAL COURT FOR THE STATE OF COLORADO.

The Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf but that he/she is also signing on behalf of the Participant and that the Participant shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the Participant that the Participant otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the Participant would not be permitted to participate in the Activity.

The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors,

distributors, heirs, next of kin, executors and personal representatives of the Undersigned. THE UNDERSIGNED agree and understand that THIS RELEASE IS APPLICABLE TO EACH AND EVERY DAY PARTICIPANT PARTICIPATES IN THE ACTIVITY FOREVER.

I am at least 18 years of age and otherwise legally competent to sign this agreement and am the parent or legal guardian of the undersigned. This waiver/release shall be effective and binding upon me and upon my assigns, heirs, representatives, guardians, and administrators. This waiver/release is signed by myself, the legal parent/guardian of the minor, and the undersigned waive any and all claims, and agree to indemnify and hold harmless Good Life Girls, LLC and its agents in the event of any injury to the undersigned or minor participant. I understand that this waiver/release is a contract. I expressly state that I have read, understand and am familiar with all its provisions and that I sign it of my own free will. I also agree to follow the rules and etiquette listed on the second page of this document.

I, _____ have read this release and am fully aware with its contents.

I, _____ am the parent or legal guardian of my *child* _____ and have the legal authority to execute the above release. I approve the foregoing and waive any rights in the premises.

Participant (Child's) Name _____
Date _____
Child's Date of Birth _____
Parent's Phone _____
Parent's Address _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR: I hereby represent that I am the parent/guardian of the minor whose name appears above. I am familiar with and consent and agree to the terms and provisions set forth in this waiver/release, on behalf of myself and said minor.

Parent/Legal Guardian [Printed] Date

Parent/ Legal Guardian [Signed] Date

Witness [Good Life Girls representative] Date