



PARTICIPANT ACKNOWLEDGEMENT & RELEASE

I acknowledge that I am or my minor child is voluntarily participating in Athleta's _____ [insert description of activity] (the "Activity") and assume or assume on behalf of my minor child full responsibility for all risks that may arise out of or result from participation in such Activity.

By my initials, I hereby acknowledge my understanding of this waiver and release:

_____ In consideration of participation in the Activity, I hereby expressly agree or agree upon the behalf of my minor child to waive, release and discharge Athleta and Gap Inc. and all of their subsidiaries, divisions, affiliates, related entities and/or assigns, including their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, "Athleta"), from any and all liability for any accident, injury or other loss that may arise from participation in this Activity including, without limitation, accidents, negligence (my own, my minor child's, Athleta's and/or others'), equipment malfunction or defect and/or forces of nature. This waiver and release of liability includes, without limitation, injuries which may occur as a result of the use of equipment or facilities which may malfunction or break, Athleta's improper maintenance of any equipment, Athleta's improper maintenance of the premises, Athleta's negligent instruction or supervision, and me or my minor child slipping, tripping, or falling while on or around the premises.

_____ I expressly acknowledge my understanding that the Activity can result in physical or emotional injury; these risks and dangers may be caused by foreseeable or unforeseeable causes including, without limitation, accidents, negligence (my own, my minor child's, Athleta's and/or others'), equipment malfunction or defect and/or forces of nature. I hereby represent that I am or my minor child is performing the Activity voluntarily, with full knowledge of the potential hazards entailed and I am expressly, knowingly and voluntarily assuming or assuming on behalf of my minor child the risk of any and all physical or emotional injury. In the event of an injury or emergency, Athleta will contact the Emergency Contact at the Emergency Contact Phone Number listed below.

_____ I acknowledge and agree on behalf of myself and my minor child that I have carefully read this waiver and release and fully understand that it is a release of liability. I acknowledge and understand I am waiving any right that I or my minor child may have to bring a legal action to assert a claim against Athleta for negligence arising out of or connected with the Activity or the use of the premises.

_____ Further, I hereby give or give on behalf of my minor child Athleta the right and permission to use my or my minor child's comments, name, voice, image and/or likeness recorded or taken during the Activity (collectively "Materials") in any manner or media, including on the internet and any other digital, multi-media or electronic mediums, anywhere in the world, any number of times for any period of time for whatever purpose Athleta may choose. I waive or waive on behalf of my minor child any right to approve any use of the Materials. I hereby release, discharge and agree or release, discharge and agree on behalf of my minor child to hold Athleta and any person acting on Athleta's behalf or with Athleta's permission harmless from any liability whatsoever related in any way to use of the Materials. I further waive or waive on behalf of my minor child all rights known as "moral rights" which I may now or later have.

Please check one box:

_____ I am not a minor and am competent to contract in my own name.

_____ I am the legal guardian of the minor child named below, and I agree that the grant and release contained herein binds me and the named minor to all of the terms hereof.

I have read the foregoing release, authorizations and agreement, before affixing my signature below, and warrant that I fully understand the contents thereof:

NAME (PLEASE PRINT)

NAME OF MINOR CHILD (IF APPLICABLE)

RELATIONSHIP WITH MINOR CHILD (IF APPLICABLE)

MAILING ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

EMERGENCY CONTACT NAME & RELATIONSHIP

EMERGENCY CONTACT PHONE NUMBER DURING ACTIVITY

SIGNATURE

DATE