



GirlTrek Incorporated • P.O. Box 53175 Washington, DC 20009

Participant Release Waiver and Assumption of Liability (Signed Permission Required for Minors)

In consideration of my being permitted by GirlTrek Incorporated to engage or participate in any or all of the activities sponsored or conducted by it, its agents or representatives:

(1) I represent that I understand the nature of these various activities (which may include, but are not limited to, walking, speed walking, hiking, animal encounters, exercising, biking, kayaking, yoga, jogging, running, swimming or other watersports, etc.) and that I am qualified, in good health and in proper physical condition to participate in such activities. I acknowledge that if I consider, suspect or believe any conditions to be unsafe, I will immediately discontinue participation in the affected activity.

(2) I fully understand that these kinds of activities inherently involve risks of injury to property or person, including illness or bodily injury ranging from minor to serious and the possibility of permanent disability, paralysis and death which may be caused by my own actions or inactions, those actions or inactions of others participating in the activities, the weather and other conditions in which the activities take place, the geographical location and physical environment, or the negligence of the "Releasees" named below, and that there may be other risks not known or readily foreseeable at this time.

(3) I fully accept and assume all such risks and all responsibility for losses, costs, damages and injuries I may incur or suffer as a result of my participation in the activities.

(4) I hereby release, discharge, and covenant not to sue GirlTrek Incorporated or its directors, officers, volunteers, employees, agents, representatives and other participants, each considered one of the "Releasees" herein, from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.

(5) I further agree that if, despite this Release, Waiver of Liability, and Assumption of Risk, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as a result of such claim.

(6) I understand that GirlTrek programs and activities are not, nor are they intended to be, an insurance program or a monitoring program designed to detect or prevent illness or disease, including (but not limited to) patent or latent conditions which are reasonably related to overweight or obesity; psychological, physiological, nutrition or weight-loss therapy or

counseling; or a weight-loss program designed to substitute or replace diet, exercise or other lifestyle modifications.

(7) I understand and agree that before engaging or participating in any exercise or other program contemplating activities such as described in Section (1), above, I should consult with a physician so that I am informed about any prospective health risks to me. I agree I will do that before participating in GirlTrek activities. If the participant is under age 18, then I (as the participant's parent or legal guardian) will consult with a physician about any prospective health risks to him or her prior to signing this Agreement. I understand and agree that I am responsible for my own medical fees or costs (or his or her own medical fees or costs) relating to participation in GirlTrek activities and that GirlTrek does not provide medical insurance or any other insurance.

(8) I understand that GirlTrek staff, agents, representative and trained volunteers do not program for or work directly with minors, girls or boys under the age of 18. Agents, staff members and official volunteers are not permitted to communicate with, recruit, support or transport minors.

(9) I understand that if I elect to involve minors, I must a) obtain written permission from a parent or legal guardian, using GirlTrek's Release and Waiver of Liability, Assumption of Risk Indemnity Agreement, Permission Slip for Minors, b) keep copies of the forms for your records and c) mail completed and signed forms to P.O. Box 53175 Washington, DC 20009. GirlTrek participants who do not adhere to this policy assume full responsibility, liability and risk of engaging with minors. Parents or legal guardians who bring minors to GirlTrek events or walks, participants assume full liability for those minors.

(10) I understand that while conducting its programs, GirlTrek may make photographic, video and/or audio recordings of its activities and participants, including images captured or recorded using film cameras, digital cameras, video recorders or any other reasonably-related devices capable of capturing or recording such images or audio. I grant and convey to GirlTrek an irrevocable and permanent right, title and interest in any such recordings, which may include me (or may include the participant, if under the age of 18), including any economic or other benefits derived from their use. This Section (8) shall survive any revocation of this Agreement otherwise tendered under Section (11).

(11) I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, including the above provision relating to photographic, video and audio recordings, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid under the laws of my state of residence or the state in which the activities are conducted, the balance, notwithstanding, shall continue in full force and effect. I may revoke this Agreement at any time by delivering my written revocation to GirlTrek Incorporated, P.O. Box 53175 Washington, DC 20009. However, if and when I revoke this Agreement, I (or the participant, if I am his or her parent or legal guardian) will immediately and totally cease to engage or

participate in any and all activities sponsored or conducted by GirlTrek Incorporated or its agents or representatives.

I AGREE THAT I WILL NOT PARTICIPATE IN GIRLTREK ACTIVITIES UNTIL GIRLTREK INCORPORATED HAS RECEIVED THIS SIGNED AND COMPLETED DOCUMENT (REQUIRED FOR PARTICIPANTS UNDER THE AGE 18) OR ELECTRONIC REGISTRATION AGREEMENT (ONLY FOR PARTICIPANTS OVER THE AGE OF 18) AND HAS ACCEPTED ME AS A GIRLTREK PROGRAM PARTICIPANT.