

**BIG SKY YOUTH EMPOWERMENT PROJECT, INC**  
*Acknowledgement and Assumption of Risks &  
Release and Indemnity Agreement*

***INTRODUCTION***

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. All participants must sign this document. For participants under 18 yrs. of age, one or both parent(s) or legal guardian(s) must also sign. Throughout this document, participants under 18 yrs. of age will be referred to sometimes as 'minor' or 'child,' and parent(s) and guardian(s) will be referred to collectively as 'parent(s).' In consideration of the services of Big Sky Youth Empowerment Project, and its employees, independent contractors, representatives, volunteers, board members and all other persons or entities associated with them (collectively referred to in this Document as 'BYEP,' participant and Parent(s) of a minor participant, acknowledge and agree as follows:

***ACKNOWLEDGMENT & ASSUMPTION OF RISKS***

BYEP's educational and/or recreational activities include, but are not limited to, rock climbing, rappelling, ropes courses, whitewater rafting, hiking, snowboarding, and skiing (referred to in this Document as 'activities' or 'these activities'). I (and my Parent(s), if I am a minor) acknowledge that participating in these activities involves inherent and other risks, hazards and dangers that can cause or lead to injury, property damage, illness, mental or emotional trauma, disability or death to participant or others. The following includes some, but not all of those risks, hazards and dangers:

Risks present in outdoor, mountainous, or remote environments include storms, strong winds, avalanches, snow or ice, falling rocks or other objects, lightning, high altitudes, rapidly moving rivers or streams, currents, waves, whitewater, stream or river crossings, extremely hot or cold weather or water, contaminated water, wild animals, disease carrying or poisonous animals or insects and other natural or manmade hazards.

Risks in decision making including, without limitation, the risk that a BYEP staff member, volunteer, representative, contractor, or co-participant may misjudge weather, terrain, water conditions, or route location, or they may misjudge a participant's capabilities.

Equipment may be misused, or may break, fail, or otherwise malfunction.

Remote locations present risks including delays and difficulties with communication, transportation, evacuation and medical care. Medical facilities may be hours away from the program location.

Travel may be by foot, motor vehicle, boat, or horse, ski lift or other means and can be over rough and hazardous terrain.

Conduct risks include the potential that the participant, other participants, or third parties (e.g. general public, rescue personnel, or medical personnel) may act carelessly or recklessly.

These and other risks, hazards and dangers may result in participants falling, being struck, colliding with objects or people, experiencing vehicle or boat collision or capsize, drowning, reacting to weather conditions or increased exertion, suffering gastro-intestinal complications or allergic reactions, becoming lost or disoriented, or experiencing other problems. These and other circumstances may cause hyperthermia, hypothermia, frost bite, altitude related illness, dehydration, burns, heart or lung complications, broken bones, head injury, paralysis, or other injury, damage, death or loss.

I (participant and Parent(s) of a minor participant) acknowledge:

- I have accurately completed all required forms and reviewed and understand all BYEP program information and materials received;
- I have disclosed to BYEP any medical or physical conditions which may effect my (or my child's) participation in the program;
- BYEP representatives are available if I have questions about the physical demands of and the risks associated with these activities;
- BYEP staff, volunteers and contractors cannot assure participant's safety or eliminate these or other risks.

Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and Parent(s) of minors) assume and accept full responsibility for the risks of these activities (both known and unknown), and for any injury, damage, death or other loss suffered by participant (and Parent(s) of minors), resulting from those risks or resulting from participant's negligence or other misconduct.

***RELEASE AND INDEMNITY AGREEMENT***

Please read carefully. This Release and Indemnity agreement contains a surrender of certain legal rights. I (adult participant or Parent(s) of a minor participant) agree as follows:

- (1) to release and agree not to sue BYEP, with respect to all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claims'), in any way connected with my/my child's enrollment or participation in these activities. I understand I agree here to waive all claims I may have against BYEP, and agree that neither I, nor anyone acting on my behalf, will make a claim against BYEP, as a result of any injury, damage, death or other loss suffered by me or my child;
- (2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) BYEP with respect to all claims brought by or on behalf of me, my child, or a family member, in any way connected with my/my child's enrollment or participation in these activities or use of BYEP equipment or facilities.

This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence of BYEP (but not its gross negligence or intentional or reckless misconduct), and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.

