

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Morgan Blasingame Family Limited Partnership, GMMS Foundation, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Blasingame FLP), I hereby agree to release, indemnify, and discharge Blasingame FLP & GMMS Foundation, on behalf of myself, my children, my parents, heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that my participation in an outdoor event entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things, contact with animals, hiking and exposure to the elements, latent or apparent defects in equipment; weather conditions; my own physical condition; or my own act or omissions; conditions of terrain, and accidents connected with their use; first aid, emergency treatment or to their services rendered; and consumption of food or drink.

Furthermore, Blasingame FLP employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions and the equipment being used may malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Blasingame FLP & GMMS Foundation from any and all claims, demands, or cause of action which are in any way connected with my participation, in the activity or my use of Blasingame FLP's equipment of facilities, including any such claims which allege negligent acts or omissions of Blasingame FLP.
- 4. Should Blasingame FLP or anyone acting on their behalf, be required to incur attorneys' fee and costs to enforce this agreement agree to indemnify and hold them harmless for all such fees and cost.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of my medical or physical condition I may have.
- 6. In the event that I file a lawsuit against Blasingame FLP and/or GMMS Foundation I agree to do so solely in the state of California, and I further agree the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that any portion of this agreement is found to be void or unenforceable; the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt, livestock or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Blasingame FLP and/or the GMMS Foundation on the basis of any claims from which I have released them herein.**

**I have had sufficient opportunity to read this entire document, I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

**PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION  
(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)**

In consideration of \_\_\_\_\_ (Print Minor's Name) (Minor) being permitted by Blasingame FLP & GMMS Foundation to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Blasingame FLP & GMMS Foundation from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such uses or participation by Minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_