

RELEASE OF LIABILITY—READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Blue Sky Outfitters, Inc. program, its related events and activities, X _____, the undersigned, acknowledge, appreciate, and agree: **PRINT NAME ABOVE**

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation and the participation of any minor child of mine accompanying me; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself and any minor child of mine accompanying me from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE BLUE SKY OUTFITTERS, INC., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OR THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I hereby grant to BLUE SKY OUTFITTERS, INC. their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium; to alter the same without restrictions; and copyright the same. I hereby release BLUE SKY OUTFITTERS, INC. and their legal representatives and assigns from all claims and liability relating to said photographs.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ Age: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

Parent's Name (under 18 only) _____ Signature _____

Street and Apt. Address _____

City _____ State _____ Zip _____

Emergency Contact _____ Phone: _____

E-Mail _____