

RELEASE OF LIABILITY
READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity “Rock hounding Trip” starting and ending at 201 Burma Road, Riverton Wyoming, organized by Wyoming Earth Treasures, of 201 Burma Road, Riverton, Wyoming, 82501 and/or use of the property, facilities and services of Wyoming Earth Treasures, I agree for myself and for the member of my family, to the following:

1. AGREEMENT TO FOLLOWS DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Wyoming Earth Treasures, or representatives or agents of Wyoming Earth Treasures.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and my family members, and further release and discharge Wyoming Earth Treasures for injury, loss, or damage arising out of my or my family’s use of or presence upon the facilities of Wyoming Earth Treasures, whether caused by the fault of myself, my family, Wyoming Earth Treasures or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend Wyoming Earth Treasures against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family’s use of or presence upon the facilities of Wyoming Earth Treasures.

4. FEES. I agree to pay for all damages to the facilities of Wyoming Earth Treasures caused by any negligent, reckless, or willful actions by me or my family.

5. CONSENT. I/We, _____, consent to the participation of my (list all minor children) _____

_____, in the activity of Wyoming Earth Treasures Rockhounding Trip Experience, and agree on behalf of the above minors to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of aforementioned minors.

6. MEDICAL AUTHORIZATION. In the event of an injury to the above minor/minors during the above described activities, I give my permission to Wyoming Earth Treasures or to the representatives or agents of Wyoming Earth Treasures to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin and end on the day of your scheduled “Rock Hounding” Trip and will remain in effect until terminated in writing by the undersigned at the end of the day of the trip, whichever occurs first. Wyoming Earth Treasures shall have the following powers:

- a) The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b) The power to authorize medical treatment or medical procedures in an emergency situation; and
- c) The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Wyoming law.

8. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge

that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Wyoming Earth Treasures has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

9. ARM'S LENGTH AGREEMENT. This agreement and each of its terms is the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

11. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

12. EMERGENCY CONTACT. In case of emergency, please call _____
(Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature/s: (all non-minors in party) _____
