

Montana Whitewater, Inc. Fishing

Participant's Name _____ Age _____ Date _____

Address _____ City _____ ST _____ Zip _____

E-mail _____ Phone _____ How did you hear about us? _____

Emergency Contact (Name & Phone) _____

Participant Agreement, Acknowledgement And Assumption Of Risk

Please read and understand the following section before signing. This document affects your legal rights.

In consideration of the services of Montana Whitewater, Inc., 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 "MWW"), I hereby agree to release and discharge MWW, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. Acknowledgement of Risk I acknowledge that my participation in a fishing trip 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.

I acknowledge that the inherent risks associated with the **fishing** or other **water related activity** include, but are not limited to the fact that physical and water related activities can be strenuous and should not be participated in by persons with heart or cardiovascular ailments; I understand that prolonged exposure to cold water can result in hypothermia and in extreme cases death. It is possible that I could be injured if I come in contact with and be injured by fishing equipment/gear (waders, hooks, knives, poles, etc.) for either spin or fly fishing, food boxes, storage containers, etc. The fishing equipment may break down or be faulty; streams and river banks are slippery and are naturally unstable so that I could slip and fall or land in the river where I would be required to swim or self-rescue. I can slip or fall during hiking, fishing, portaging, wading in the creeks or rivers or getting to and from the fishing areas; I understand that the areas in which I might hike sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, slippery streams, poisonous or noxious plants, etc.

Exposure to the natural elements can be uncomfortable and/or harmful; I understand that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps; also prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and/or death; exposure to potentially dangerous wildlife, insects, plants; accidental drowning is also a possibility and, rescue and medical treatment may not be immediately available.

Furthermore, MWW 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 might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. Express Assumption of Risk I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly agree and acknowledge that the terms and conditions of this Participant Agreement, Acknowledgement and Assumption of Risk Agreement is valid evidence that I intend to assume all risks associated with this activity, is intended to be contractual in nature. I expressly agree that I am signing this Agreement of my own free will and there are no reasons why I lack the capacity to enter into this Agreement.

3. Personal Skill & Insurance I certify that I have sufficient skill and fitness to participate in the activities offered by MWW. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

4. Release & Indemnity I hereby voluntarily release, forever discharge, and **agree to indemnify and hold harmless MWW** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MWW equipment or facilities, **including any such claims which allege negligent acts or omissions of MWW**. Should MWW or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. Photographic Assignment I understand that MWW reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself and any of the children for which I am responsible I hereby agree that MWW may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by MWW.

6. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc. In the event I file a lawsuit against MWW, I agree to do so solely in the State of Montana, and I further agree that 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 if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement between myself and MWW and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge that if anyone is hurt or killed or property is damaged during my participation in this activity, I may be found by court of law to have waived my rights to maintain a lawsuit against MWW on the basis of any claim 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 _____ **Date** _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (For participants under the age of 18)

In Consideration of _____ (print minor's name) ("Minor") being permitted by MWW to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MWW from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent/Guardian

Print Name

Date