

Montana Whitewater, Inc. Rafting

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 river 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.

These rafting risks include, among other things: whitewater rapids will be encountered; your boat could turn over and/or you could have to swim rapids risking collision with rocks and entanglement in trees; head and general trauma injuries can occur; you can slip or fall during a hike, resulting in damage to equipment or personal injury; exposure to the natural elements can be uncomfortable and/or harmful; you should be aware 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.

