

Montana Whitewater, Inc. ZipLine

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., Yellowstone Zipline, 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 zipline/challenge course 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 risks include, among other things: that the inherent risks associated with **zipline/challenge** activities using fabricated structures, surfaces, cables or ropes includes, but is not limited to: falling off of structures, being hit by swinging apparatus, falling on or being impacted by other participants, hanging from a cable, the possibility that I will be jolted, jarred, bounced, thrown to and fro or shaken about while on the zipline/challenge course, lose my balance or grip, slippery or wet equipment, becoming entangled in ropes/harnesses, impacting the ground and/or zipline apparatus, equipment failure, displaced safety equipment, belay or anchor or harness failure, general slips/trips/falls or painful crashes while using any of the equipment or zipline/challenge structures or landing platforms or rope bridges or the premises at large, operating out of control or beyond my or another participants' limits, the negligence of other visitors who may be present, participants giving or following inappropriate zipline/challenge advice or move sequences, and my own negligence or inexperience. Changing weather conditions are possible; exposure to the natural elements can be uncomfortable and/or harmful; I understand that prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and in extreme cases death; communication in the terrain in which this activity occurs is always difficult and in the event of an accident, 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.

