

## **406 Wilderness Outfitters, LLC.**

**IMPORTANT. READ CAREFULLY.** This document affects your legal rights. It must be signed by you, the “Participant”, whether you are an adult or minor, if you are renting or otherwise using equipment, horses, or participating in activities offered by 406 Wilderness Outfitters, LLC. (referred to in this document as “Provider”). It must be signed also by your parent or guardian if you are a minor Participant. The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor Participant. References in this agreement to “us” or “we” include all who sign below unless otherwise clearly indicated.

**PARTICIPANT AGREEMENT:** In consideration of the opportunity to rent or otherwise use certain equipment or horses and/or participate in activities offered by Provider, Participant (adult or minor), and the parent or guardian of a minor Participant, understand, acknowledge and agree as follows: Activities, Hazards and Risks the services of Provider may include renting equipment and riding horses and providing trips (including guided horsepack trips, hunting trips, fishing trips, hiking trips, drop/float trips) by foot, horse, mule, raft, paddleboard (referred to, collectively, as watercraft). Activities, scheduled and unscheduled, associated with these services may include, in addition to travel by horseback or water, swimming, wading, hiking, climbing on rocks and slopes, camping, portaging (carrying the watercraft between water travel sites), crossing rivers or streams on horseback, trail riding, hunting and travel to and from the activities. The hazards and risks (together referred to as “risks”) of the use of horses for travel, leisure, scenic and hunting purposes include the following: mounting and dismounting the horse in rough terrain, riding over unstable trails, rocks, unforeseen obstacles in the trail, slippery wet, icy or snowy trail conditions, unstable, steep and slippery wet rocks, trees and other objects that might fall, dangerous animals, including bears, mountain lions, and other animals, poisonous reptiles, plants that may cause harm; horses can rear up and overturn, they can slip and fall, or buck, kick, or even fall onto a person; horseback riding or fishing in unfamiliar surroundings, injury from slips and falls and drowning, or any horse related accident. Other risks include the use of guns: error in loading and discharging bullets in a hunting rifle, shooting at game, falling down with a loaded gun, or any gun related accident. Risks of other activities include those associated with camping, hiking, horseback riding, fishing moving on and over terrain, including the trails or shoreline, the premises of Provider and others, and elsewhere, which may be unstable, steep and slippery and wet rocks, trees, and other objects may fall, and man-made and natural structures may fail; animals, including poisonous reptiles, and poisonous plants may cause harm; swimming in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning. Other risks include errors in judgment of Provider’s staff and other participants, including the improper assessment of capabilities and conditions pertaining to the activities; certain activities may be instructional, and designed to extend the skills of participants; horses might act up and rear up or fall, equipment may be misused or may fail because of manufacturing defects or otherwise; collisions may occur while traveling by vehicle to and from the activities; the activities are subject to the unpredictable forces of nature, including exposure to the sun, cold, wind, hail, lightning, flash floods and other such

phenomena; activities may take place in remote places, significantly delaying emergency medical care and evacuation. Participant, and the parent or guardian of a minor Participant, acknowledge and understand that the description of activities and risks above is not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings, allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, cuts, bruises, strains, broken bones, and other injuries and illnesses. Property loss, and serious injury and death, including by falling and drowning, are possible. Provider has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of Participant, or other participants, for the activities. Client, and the parent or guardian of a minor Participant, accepts full responsibility for determining Participant's medical, physical or other qualifications or suitability for participating in the activities. Provider is not responsible for the trail or water conditions, routes, campsites, or other activities of renters of its equipment. Alcohol will, and other substances may, impair judgment and reduce a participant's ability to effectively manage the risks of horseback riding, water travel, camping and land activities; participants should wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment. Failure to adhere to these and other safety precautions may result in serious injury or death.

### **Acknowledgment amid Assumption of Risks**

The Participant (adult or minor) and the parent or guardian of a minor Participant, understand the nature of the services of Provider and other activities which may occur, and their risks. I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I, or a minor child for whom I am responsible.

If I am an adult participant, or the parent or guardian of a minor Participant, I agree, for myself and on behalf of the minor Participant for whom I am signing, as follows: I release Provider, its employees, contractors, volunteers, directors and owners from any and all claims of injury or loss, including personal property, which I, or the minor child for whom I sign, may suffer, arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of Provider or the use of its equipment or horses. Neither I, nor the minor child, nor anyone acting on our behalf, will bring suit or otherwise assert any such claims against a Released Party. I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys' fees) each Released Party from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any of the activities of Provider, a rescuer, a member of my, or the minor child's, family, or anyone else, asserting a loss arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of Provider or the use of its equipment. The agreements of release and indemnification above include claims arising in whole or in part from negligent acts or omissions of Released Parties or any of whom I sign, may suffer, arising in whole or part out of such activities.

Agreements of Release and Indemnification, and Additional Provisions them, and all other claims, including for personal injury, wrongful death, property damage, products liability, breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and as parent or guardian of a minor Participant, individually and on behalf of the minor for whom I sign. Additional Provisions I authorize Provider to provide or obtain for me, or the minor child for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Any dispute between Provider and me or the minor child for whom I sign will be governed by the substantive laws of the State of Montana, and any mediation or suit shall take place only in that State, in the County of Lake County. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. I agree to pay all costs and attorneys' fees incurred by Provider in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that Provider is not responsible for the claimed injury or loss. This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children (whether or not they are Clients) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

**Participant (adult or minor)**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Age \_\_\_\_\_ Date \_\_\_\_\_

**Parent or Guardian (only)**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Age \_\_\_\_\_ Date \_\_\_\_\_