

**ACKNOWLEDGMENT OF RISK &
ACCEPTANCE OF RESPONSIBILITY FORM**

This document affects your legal rights. You should read and understand it before initialing or signing.

In consideration of the services provided by _____, its principals, officers, directors, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf, including _____, referred to hereafter as "the provider," I hereby covenant and agree as follows:

DUTY OF PARTICIPANTS

All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activity conducted by the provider as set forth at Section 37-47-401, M.C.A., et. seq. I shall not willfully or negligently engage in any type of conduct which contributes to or causes injury to any person. Prior to embarking on any self-initiated aspect of this activity, I must inform the outfitter, guide, or professional guide of my plans and/or intentions and must receive their permission..

Please initial here.

ACKNOWLEDGMENT AND ACCEPTANCE OF RISK

I understand and acknowledge that the activity in which I am about to voluntarily engage as a participant and/or volunteer bears certain known and unanticipated inherent risks that contribute to the unique character of this activity and may be hazardous to participants regardless of all feasible safety measures taken by the provider. These include, but are not limited to, drowning, sudden weather changes, rain, snow, wind, hail, lightning, my physical condition and physical exertion for which I am not prepared, hypothermia, hyperthermia, high altitude sickness, dehydration, heat stroke, motion sickness, snake bite, bees and other insects, wild and domestic animals, distance and inaccessibility to immediate medical attention, travel over rough terrain, falling rocks, turbulent and dangerous river conditions, falling from watercraft, and my or another participant's acts or omissions which could result in injury, death, illness or disease, physical or mental, or damage to myself or to my property.

I, being aware that this activity entails risks or injuries to myself and a risk or injury to third parties as a result of my actions, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to myself or to my property arising from participation in this activity. I also agree to pay for any damages caused to others, including attorneys' fees and costs, if they are injured or otherwise damaged due to any negligent actions on my part. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the known and unanticipated risks.

Please initial here.

ENTIRE AGREEMENT: I understand that this is the entire agreement between myself and the provider, its principals, directors, officers, agents and employees, and that it cannot be modified or changed in any way by the representations or statements of any principal, director, officer, agent or employee, volunteer or any other person or entity acting in any capacity on behalf of the provider or by myself.

My signature below and initials above indicate that I have read this entire document, understand it completely, and agree to be bound by its terms.

Signature of participant

Print Name

Signature of parent or guardian
(If participant is under the age of 18)

Print Name

Date _____