AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY

Please read this contract carefully.
It releases MONTANA WHITEWATER, INC. and YELLOWSTONE ZIPLINE AND CANOPY TOURS, INC. from liability and waives certain rights.

In consideration of being permitted to participate in an outdoor recreational opportunity with **MONTANA WHITEWATER, INC.** and **YELLOWSTONE ZIPLINE AND CANOPY TOURS, INC.** (hereinafter collectively, "Montana Whitewater"), I, the Participant (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

1. Acknowledgement of Dangers and Risks: I understand, acknowledge, and agree that participating in an outdoor recreational opportunity, which experience may include guided and unguided rafting, inflatable kayaking, tubing, fishing, lake kayaking, paddle boarding, canoeing, equipment rentals, zipline tours, and related instruction and transport by or with Montana Whitewater (hereinafter individually and collectively, the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.** I understand, acknowledge, and agree that the Activity is a "recreational opportunity" under the Montana Recreation Responsibility Act (M.C.A. § 27-1-751, *et. seq*.) and that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by Montana Whitewater, the presence of which are integral to the adventurous nature of the Activity. I contractually agree that the following dangers and risks that could cause physical or emotional injury or death are "inherent risks" of the Activity as defined by M.C.A. § 27-1-752 but that the list of inherent risks is not exhaustive – I understand and acknowledge that there are many other dangers or risks associated with the Activity not listed below: **a) Risks associated with guided and unguided rafting, inflatable kayaking, tubing, fishing, lake kayaking, paddle boarding, canoeing, watersport equipment rentals and instruction, and being around or in water on lakes and rivers,** including: falling into water with submerged or unknown hazards; water immersion, including drowning; errors in guide judgment or lapse in guide skill; prolonged exposure to cold water leading to hypothermia, injury, or death; physical over-exertion; injurious contact with natural and manmade objects; striking and/or becoming entangled with strainers, rocks, or other objects under, near, or above the surface of the water; foot entrapment; injury or lacerations due to injurious contact with sharp vegetation, rocks, metal, glass, or other objects in the water; striking and/or becoming entangled with overhanging trees; slipping, tripping, or falling while wading or walking along the water's edge; bank collapse; injuries caused by misjudging water depth or current; impact of the body upon the water; existing, changing, unexpected, or otherwise hazardous natural or man-made water conditions, including strong currents, waves, undercurrents, whirlpools, eddy lines, large waves, shallow water, and water level variations resulting from changes in dam release; being trapped by a river hydraulic, swift current, undercut or other river feature; jolting or jarring causing injurious contact with hard objects including paddles, boating equipment, or the body parts of others; failure to properly control a watercraft; collisions with other watercraft, rocks, piers, docks, the bank, or other natural or manmade objects; capsizing or flipping watercraft; being separated from watercraft; becoming tangled in ropes; getting trapped or caught beneath an overturned watercraft; improperly rigged gear or equipment; failure to properly use or maintain equipment resulting in its failure or malfunction, including helmets and personal floatation devices (PFDs); boating equipment malfunction, including popping or deflating watercraft; slipping, tripping or falling around or from boats including while boarding or disembarking boats; slippery or hot boating equipment; exposure to fishing hooks and lines; injurious contact with boating or fishing equipment; harmful or toxic algal (algae) blooms; water and land pollution and debris; burning associated with hot surfaces and sun; sunburn; inadequate or lost footwear; injuries caused by using, moving, or lifting boating equipment; **b) Risks associated with zipline tours,** including: exposure to heights; exposure to falls, including from great heights; dizziness and/or vertigo; striking or otherwise coming into injurious contact with manmade or natural objects or obstacles; injurious contact with landing areas; collisions with trees; collisions with other participants; manmade structure malfunction or failure; equipment malfunction or failure including failure of ascension devices, belay devices, braking devices, and lowering devices; failure by Participant or others to follow instructions; failure to use equipment as instructed; uneven or other unstable terrain; falling manmade or natural objects; injury resulting from jumping from heights; injury caused by inadequate footwear; injuries caused by aiding other participants; pinching or tearing of limbs and digits; injury to hands and fingers; rope, webbing, or cable burns; rashes and abrasions from harnesses, helmets, and climbing surfaces; severed rope, webbing, or cable due to falling objects, sharp surfaces, or malfunction; falling from great height; slipping, tripping, or falling; getting lost; trail obstructions and other unmarked or obscured hazards in the outdoor environment; variations in terrain; rough or unmaintained trail; wet or slippery trails; exposure to steep terrain; difficulty with route finding; lack of or inadequate shelter; lightning caused evacuations; and errors in guide judgment or lapse in guide skill; **c) Risks associated with transport in a motor vehicle,** including: all commonly understood risks of riding in a vehicle on highways or roads; all commonly understood risks associated with riding in a vehicle in remote terrain on backcountry or 4-wheel drive roads; jarring or bouncing; ejection from or falling out of a vehicle; overturning of vehicle; burns; unmaintained and hazardous roads; and errors in driver judgement or lapse in driver skill; **d) General risks associated with participating in the Activity, participating in the Activity with other participants, and relying upon guides or staff,** including: trips, slips, falls on Montana Whitewater premises, facilities, and in

or from vehicles at large; falling into the water from onshore; dangerous water crossings; lack of or inadequate shelter; getting lost; allergen exposure; exposure to poisonous plants; exposure to various dangerous or diseased wildlife, domestic animals, or insects, including bee or wasp stings and bites from ticks, bats, snakes, and rodents; falling trees, limbs, rocks, or other objects; moving objects associated with extreme weather; changing weather; dangerously cold temperatures, dangerously hot temperatures, wind, hail, heavy rain, and other adverse weather conditions; temperature fluctuations; extreme or partial darkness; landslides; mudslides; flashfloods; water and debris fall; earthquake; wildfire and associated smoke; burns or burning associated with campfires, cook stoves, hot surfaces, and sun exposure; injuries caused by aiding others; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens; cooking related dangers; exposure to food allergens; all manner of outdoor injuries including brain injury, head injury, spinal injury, joint injury, broken bones, paralysis, sprains, mental or physical shock, internal injury, sickness or disease, hypothermia, frostbite, sunburn, heatstroke, dehydration, and hyponatremia; exacerbation of Participant's own health condition(s); overexertion and fatigue; bodily failure while carrying heavy equipment or objects; inadequate or improper clothing, footwear, or equipment; flying man-made objects such as balls, frisbees, gear, or equipment; failure to understand and follow guide instructions; Participant's failure to estimate and operate within Participant's experience; Participant's failure to use equipment appropriately or effectively; mentally or physically unstable or negligent criminal trip participants or others; lack of access to immediate medical care due to remote location; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, watercraft, or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; errors in guide judgment or lapse in guide skill; and mental, physical, or emotional injury or distress from exposure to any of the above. I understand that Montana Whitewater has done its best to list the known risks of participating in the Activity, and I agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and I freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

3. Participant's Responsibilities and Representations, Acknowledgements: I represent that I am physically and mentally capable of participating in the Activity. I agree that I am truthfully disclosing my height, weight, health, and ability to participate in the Activity. I understand the importance of all safety instructions given to me, whether in writing, verbally, or visually, and I agree to follow all staff or guide instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with Montana Whitewater the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I have been informed of the risks associated with running whitewater and the increased risk associated with running higher classes of whitewater, particularly Class IV whitewater, and of the changing nature of such risk as water levels change. If I choose to paddle personal watercraft, I understand that paddling personal watercraft carries heightened and additional risks to those assumed by a Participant in a traditional guided river trip and that the inherent risks of the trip are heightened and enhanced by the fact that the personal watercraft in which the Participant will be traveling down the river will not be controlled by an experienced guide who is familiar with the river, the rapids on the river, and the dynamic nature of river conditions. I acknowledge that when paddling personal watercraft that all risks inherent to traveling by boat/watercraft down the river are heightened, and the risk of injury or death is correspondingly higher. I acknowledge and agree that any and all equipment supplied by Montana Whitewater may malfunction, fail, or otherwise not function as intended. I also understand that although safety equipment may be utilized, this equipment is no guarantee of my safety, and such equipment may not protect me from all injuries, including the types of injuries that the safety equipment is designed to prevent. I understand that I am responsible for truthfully disclosing and notifying Montana Whitewater of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that in the event I choose to consume alcohol or drugs during my trip, I will bear sole responsibility for myself and for any damages I may cause to Montana Whitewater, its property or to other guests. I agree that Montana Whitewater reserves the right to remove Participant from engaging in the Activity if it deems, in its sole discretion, that such removal is appropriate and necessary. Participant acknowledges that, in order to preserve the wilderness experience, Montana Whitewater may not utilize satellite communications devices for the purpose of receiving warnings or related information that could impact safety during the Activity, from any source. Participant expressly agrees that Montana Whitewater shall have no duty to utilize communications technology of any kind, including satellite technology, for that purpose, and Participant expressly assumes all risk associated with the lack of any such information. I am not relying on any prior oral, written, or visual representations made by Montana Whitewater, including in any website or promotional materials, to induce me to participate in the Activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

4. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for Montana Whitewater's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE MONTANA**

WHITEWATER, INC. and/or YELLOWSTONE ZIPLINE AND CANOPY TOURS, INC., their affiliated companies and subsidiaries, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, members, contractors, and shareholders (each hereinafter a "Released Party") for any property damage, injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not gross negligence, recklessness, or willful misconduct).

5. Agreement to Indemnify: I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the undersigned Participant and/or a third party arising in whole or in part from Participant's participation in the Activity, including claims based on negligence or any other cause of action except gross negligence. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, including claims for negligence or any other cause of action except for gross negligence, the undersigned will be required to pay back to each and every Released Party or Parties all sums of money incurred by or paid by or on behalf of the Released Party or Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

6. Medical Authorization: I hereby: a) authorize the Released Parties to undertake any emergency medical care for me; b) authorize the Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; c) agree that, following my transport to any such medical facility or hospital, the Released Parties shall not have any further responsibility for me; d) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and e) shall hold each and every Released Party harmless from any claims associated with such medical care and/or related transportation.

7. Application of Agreement to Minor Participants: In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my own behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and I sign this document out of a desire to have the minor Participant be allowed to participate in the Activity. I represent that I am a **legal** parent or guardian of the minor Participant, and I will indemnify the Released parties for any damage caused to them if this representation is false.

8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the minor Participant.

9. Agreement to Application of Montana Law and Selection of Forum: I agree that any and all claims directly or indirectly arising from or related to this Agreement, including any and all tort or contract claims arising from my participation in the Activity, shall be governed by Montana law, and that the exclusive jurisdiction for any claim shall be in the 18th Judicial District Court, Gallatin County, Montana, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

10. Miscellaneous Provisions: I agree that Montana Whitewater may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of Montana Whitewater. If any sentence, clause, paragraph, or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement may be modified only in writing. An electronic signature or acknowledgment of agreement upon this Agreement is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by Montana Whitewater during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that Montana Whitewater is not in a joint venture with any such vendor or subcontractor. I agree that Montana Whitewater is not a common carrier.

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT

_____	_____	_____
Signature	Printed Full Name	Date
_____	_____	_____
Emergency Contact (Name & Phone)	Participant Date of Birth (XX/XX/XXXX)	Participant Age

If signing on behalf of a minor, printed full name of minor Participant: _____