

PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please complete this Release and Waiver form prior to your participation with the BWAGs Skittles. The following Waiver is required for anyone participating with the Skittles in a sport or recreational opportunity including but not limited to kayak/canoe/paddle board activities, and states that participants are responsible for themselves before, during, and after participation.

By signing this Waiver, you are releasing BWAGs Skittles from liability for any physical injury or damages to personal property that may occur, including pursuant to 27-1-753 MCA, any negligence that is the result of the inherent risk of a sport or recreational opportunity including but not limited to kayaking, canoeing, and/or paddle board activities herein collectively referred to as "watercraft". Please read this Waiver carefully and completely.

I, the undersigned, hereby acknowledge that I have voluntarily chosen to take part in BWAGs Skittles, and its sport or recreational opportunities herein referred to as "activities" or "activity". I hereby further expressly and unequivocally acknowledge my understanding that certain risks are inherent in the use of watercraft and other river, or open water activities and these risks cannot be eliminated, altered, or controlled by BWAGs Skittles. Further these risks can be the cause of injury, illness, or even death. I know and fully understand that these are outdoor activities in an uncontrolled natural environment that simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I do hereby further expressly and unequivocally acknowledge my understanding that participation in such activities entails participant exposure to numerous inherent and other known and unknown risks, including, but not limited to: 1) strenuous activities which should not be participated in by persons with heart or cardiovascular ailments; 2) whitewater rapids, changing water flows, dam discharges, diversion dams, submerged logs or rocks, increased flows and other hazards may be encountered 3) the kayak/canoe/paddle board may break down or be faulty; 4) loss of control of the watercraft which could occur resulting in collision or capsizing or sinking and that if the watercraft turns over or flips, I could be "washed" overboard; 5) watercraft are slippery when wet and are naturally unstable so that I could slip and fall even in flat or non-moving water requiring me to swim to shore; 6) I can slip or fall during hiking or portaging or getting to and from the activity and I understand that the areas in which I might hike sometimes hide dangerous obstacles due to the terrain, flora and fauna; 7) exposure to the elements; and 8) unavailability of immediate and appropriate medical attention in case of injury. Furthermore, BWAGs Skittles might be unaware of a participant's fitness or abilities.

Communication in the river 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.

I expressly acknowledge that the use of drugs or alcohol during my participation in the sport or recreational opportunity or activities associated with BWAGs Skittles is done at my own peril and is not condoned, encouraged, or excused by BWAGs Skittles in any way. I understand that BWAGs Skittles reserves the right to deny me or any other person's participation before or during an activity, if it finds that person to be mentally or physically impaired or unprepared.

My participation in this activity is purely voluntary and I elect to do so at my own risk. By signing this Participant Release of Liability, Waiver of Claims, and assumption of Risks, and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during these BWAGs Skittles activities.

Express Assumption of Risk: I expressly agree and promise to accept and assume all the risks existing in the BWAGs Skittles activities. My participation in the activity is purely voluntary, and I elect to participate despite the risks. I expressly agree that I am voluntarily and knowingly signing this Agreement.

Release and Waiver of Rights Including for Claims of NEGLIGENCE: On behalf of myself and any of the minors for which I am responsible, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BWAGs Skittles from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my/our use of BWAGs Skittles equipment or vehicles, including any such Claims which allege negligent acts or omissions of BWAGs Skittles and which fall under the limitation of liability pursuant to 27-1-753 MCA.

Indemnity. As liquidated damages, I agree that, should BWAGs Skittles or anyone acting on their behalf, be required to incur attorney's fees and/or costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, I agree to pay for all such fees and costs).

Personal Skill & Insurance. I certify that I have sufficient skill and fitness to participate in watercraft activities offered by BWAGs Skittles. 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. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating in these activities, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

Medical Issues. I further agree that, in the event that BWAGs Skittles deems it necessary to administer emergency first aid or CPR or to remove me from its activities or to extricate me from the field or from the remote venue in which the group has its activities for ANY type of health related reason that, by signing this Release and Waiver, I am giving BWAGs Skittles permission to administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this Release and Waiver, and pursuant to 27-1-714 MCA, I am waiving any right to object to or bring any type of action or claim against BWAGs Skittles for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health-related person who becomes involved in my care or removal from Skittles activities or the field.

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 the 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.

Release as Contract and Personal Capacity. I expressly agree and acknowledge that the terms of the Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement is contractual in nature, supported by Montana law and that I am signing it of my own free will.

Participant Signature: _____ Printed Name: _____

Address: _____ City: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone #: _____

Date: _____

Participants 18 years of age and younger must also have a parent sign this section:

Parents or Guardians Additional Indemnification (Must be completed for participants under 18 years of age). I/we represent that we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that BWAG Skittles relies to its detriment on this representation and would not allow the minor child to participate in this trip without this representation. In consideration of (print minor's name) ("Minor") being permitted by BWAG Skittles to participate in its activities, I further agree to indemnify and hold harmless BWAG Skittles from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor:

Minor's Name: _____

Minor's Age: _____

Parent/Guardian Signature: _____

Printed Name of Parent / Guardian: _____

Address: _____

City: _____

E-mail: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Date: _____