



ACKNOWLEDGMENT OF RISK AND ACCEPTANCE OF RESPONSIBILITY FORM

This document affects your rights. You must read and understand it before signing.

In consideration of the services provided by Kootenai River Outfitters / WLW LLC, its principals, officers, directors, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf, referred to hereafter as “the provider” or “KRO”, 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.

ACKNOWLEDGEMENT 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, paralysis, 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, equipment failure, and my or other 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, my minor children or 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.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KRO 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 KRO’s equipment or facilities, including any such claims which allege negligent acts or omissions of KRO. Should KRO or anyone acting on its behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.

As a guest at the Kootenai River Outfitters property, I understand that there are certain risks, known and unknown and I agree not to hold Kootenai River Outfitters liable unless they intentionally cause me harm or injury. I understand and agree that Kootenai River Outfitters cannot be held liable for any damage or loss that results from theft, fire, flood, or other natural disaster.

My signature below indicates I have read this entire document, understand it completely, understand it affects my legal rights and waive my legal right to sue KRO, and I agree to be bound by its terms. This Agreement shall be governed in all respects by the laws of the State of Montana, and KRO shall be entitled to attorney fees and costs in the event I file a legal action against them.

Signature of participant

Print Name

Signature of parent or guardian (if participant is under 18)

Print Name

Date

Emergency Contact