

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Flathead Raft Company, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FRC"), I hereby agree to release, indemnify, and discharge FRC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Guided River Fishing Trips with Boats – Non-Whitewater and Class 1-3 Whitewater activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slipping and falling; falling objects; whitewater rapids will be encountered; water hazards, falling into the water, collision with fixed objects or other watercraft; boat capsize and entrapment; high wind, waves, or other inclement weather including cold and lightening; cold shock, hypothermia, sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; accidental drowning; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightening; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; being impaled by a fishing hook; equipment failure; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; traveling to and from the pier or dock can raise the possibility of any manner of transportation accidents. Additionally, fatigue, chill and/or dizziness may diminish my/our reaction time and increase the risk of an accident.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) when required by applicable state law or when recommended or required by the manufacturer.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FRC 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 FRC's equipment or facilities, **including any such claims which allege negligent acts or omissions of FRC.**
4. Should FRC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against FRC, I agree to do so solely in the state of Montana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

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 had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s) and DOB(s)) _____

_____ being permitted by FRC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FRC from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____