

Lewis & Clark Trail Adventures, Inc., Participant Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

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

1. Inherent Risks I acknowledge that my participation in a river trip, hiking trip or any scenic tour entails 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 inherent rafting risks include, among other things:** that physical and **water related activities (such as floating or rafting)** can be strenuous and should not be participated in by persons with heart or cardiovascular ailments; whitewater rapids will be encountered; encountering rapids, changing water flows, dam discharges, increased flows and the possibility that I will be jolted, jarred, bounced, thrown to and fro, separated from my water craft or boat, etc. during rides through some of these changing water flows; the canoe/raft may break down or be faulty; it is possible that loss of control of the canoe/raft could occur resulting in collision or capsizing or sinking and that if a canoe/raft turns over or flips I could be "washed" overboard; canoe/rafts are slippery when wet and are naturally unstable so that I could slip and fall or be knocked out of the canoe/raft even in flat or non-moving water; while in the water I may become disoriented, panicked and/or experience trauma from rocks, boulders, etc.; I can slip or fall during hiking or portaging or getting to and from the canoe/raft or canoeing/rafting areas and I understand that the areas in which I might hike sometimes hide dangerous obstacles such as brush, cacti, tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, etc.; the canoe/raft or any portion of it may collide with or encounter other boats, man-made or natural objects including submerged or semi submerged trees, rocks, branches, boulders, bridges, etc.; again your boat could turn over and/or you could have to swim rapids risking collision with rocks and entanglement in trees; also prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and/or death.

Nothing in this Acknowledgement and Assumption of Risks and Release and Indemnity Agreement shall be interpreted as the participant and parent releasing LCTA from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the USFS, BLM or State of Montana and is caused by LCTA negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to LCTA judgments and decisions, or LCTA failure to take reasonable precautions to ensure it provides defect-free equipment.

I expressly acknowledge that **naturally occurring human disease processes** (including, but not limited to, the currently widespread Coronavirus) occur in all environments in which this activity will take place. I acknowledge that, while LCTA has taken reasonable measures to avoid contact, exposure, transmittal or contamination of the virus between people (including guests/participants, employees and other third parties) that it is my sole responsibility to safeguard myself and others. I understand and agree that, if I choose to participate in this activity, LCTA cannot and will not have any legal liabilities toward me if I contract the virus.

The inherent risks related to all the activities include: Exposure to the natural elements can be uncomfortable and/or harmful; I understand that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps; also prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and/or death; exposure to potentially dangerous wildlife, insects, plants; accidental drowning is also a possibility and, rescue and medical treatment may not be immediately available. Furthermore, LCTA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. 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 any or all the activities associated with or provided by LCTA is done at my own peril and is not condoned, encouraged or excused by LCTA in any way. I understand that LCTA reserves the right to deny me or any other person participation before or during an activity if it finds that person to be mentally or physically impaired or unprepared.

By signing this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during these LCTA activities.

2. Express Assumption of Risk I expressly agree and promise to accept and assume **all the risks** existing in this activity. This means I am not just assuming the inherent risks of the activity but rather that I am assuming **all the risks** of the activity, *even if they are not expressly stated in this document.* My participation in this activity is purely voluntary, and I elect to participate despite the risks. I agree and understand that my decision to encounter the risks in this activity is the most substantial factor causing any ultimate harm that may come to me during this activity. This is a purely voluntary un-necessary activity for me and even if I do not (or claim that I do not) have knowledge of a particular risk, this express agreement to assume **all risks** whether they are known or unknown to me is intended to defeat all claims I might have against LCTA.

3. Release and Waiver of Rights Including for ALL Claims of NEGLIGENCE I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LCTA 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 LCTA's equipment or facilities, including **any such Claims which allege any theory of negligence including negligent acts or omissions of LCTA** ('LCTA' being its employees and those defined in the opening paragraph of this document). What I agree to in this clause is that, beyond the legal application of the inherent risk and assumption of the risk provisions, this separate provision means I am waiving **all claims** I might have against LCTA sounding in negligence. I agree that the risks of death, injury, property loss or other damages are known and unambiguous to me and that, even if a specific type of loss is not listed in this document it is my express agreement not to hold LCTA liable for negligence related to any death, injury or other style of damage encountered.

4. Indemnity. Should LCTA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement or to defend against lawsuits or claims brought by me or someone on my behalf, I agree to indemnify and hold them harmless (in other words, I agree to pay for...) for all such fees and costs. Plainly put – if I or anyone else violates this release contract and brings suit against LCTA I agree to pay all of LCTA's legal fees in defending themselves.

5. Personal Skill & Insurance I certify that I have sufficient skill and fitness to participate in the activities offered by LCTA. 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, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage, or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage, or emergency transportation costs myself.

6. Equipment Usage I expressly state that I fully understand the use and function of any pieces of LCTA equipment that I might use or rent and that, if I do not understand the function or use or fit of the equipment, that it is my sole responsibility to ask and educate myself on these issues. I have not misrepresented my height, weight, age, or ability to LCTA when obtaining LCTA equipment for use in the activities and in the field. I agree to release, hold harmless, indemnify and defend LCTA, the equipment manufacturers and distributors and their respective owners, agents and employees, from any and all loss and damage including from claims of property damage, personal injury, or death caused in any way by the manufacture, marketing, sale, rental, selection, installation, maintenance, adjustment, use or misuse of the equipment, and/or for any claim based upon negligence, breach of warranty, strict liability, contract or other legal theory, accepting to myself the full and sole responsibility for any and all such damage, injury or death which may result from LCTA equipment usage.

7. Medical Issues. I further agree that, in the event that LCTA 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 tour operates for ANY type of health related reason that, by signing this document, I am giving LCTA 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 document, I am waiving any right to object to or bring any type of action or claim against LCTA 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 LCTA activities or the field.

8. Photographic Assignment. I understand that LCTA reserves the right to take photographic or film (of whatsoever nature) records of any or all the activities conducted on its trips, and I hereby agree that LCTA may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all rights, title, and interest I may have in or to and all media in which my name or likeness might be used by LCTA.

9. Release as Contract and Personal Capacity. I expressly agree and acknowledge that the terms of this 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. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this agreement and that there are no other impediments or reasons why I would lack the capacity to sign this document.

10. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc. In the event I file a lawsuit against LCTA, 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 and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate or my children's estates might otherwise have been entitled. I agree to submit to the jurisdiction of the Montana courts. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy or electronically stored version of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement between myself and LCTA and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge for myself and any of the children I am responsible for that I/we may be waiving our legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the activities or recreational opportunities or for any injuries or damages I/we may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

All participants must sign this section:

Participant Signature:_____ **Printed Name:**_____

Participants 17 years of age and younger must also have a parent sign this section:

Parent Signature:_____ **Printed Name:**_____ **Date:**_____