

BOZEMAN KAYAK LLC  
PARTICIPANT AGREEMENT, RELEASE OF RESPONSIBILITY, ACKNOWLEDGEMENT OF RISKS  
(Adult and Minor)

TRIP \_\_\_\_\_ Date \_\_\_\_\_

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

**READ CAREFULLY BEFORE SIGNING. YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING**

1) I ACKNOWLEDGE THAT RIVER RAFTING, KAYAKING, HIKING AND OTHER OUTDOOR ACTIVITIES ENTAIL KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PERMANENT PARALYSIS, DEATH, 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 activities.

The risks include, but are not limited to, jolts, bounces, and injury from impacts with equipment, participants or rocks. Ropes or strainers could entangle you causing injury, drowning or death. Boats could turn over or you could be washed overboard. You can slip or fall during a hike or entering or exiting a boat. Exposure to the natural elements can be uncomfortable and/or harmful and may cause sunburn, heat exhaustion, heat stroke, and dehydration. Prolonged exposure to cold water can result in hypothermia which may lead to death.

Furthermore, I understand that guides have difficult jobs to perform. They seek safety but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I understand that any route or activity chosen as a part of this outdoor adventure may not be the safest but has been chosen for its interest and challenge.

2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

3) I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS the COMPANY 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 equipment or facilities.

4)Should the COMPANY 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 to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, 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.

6)I hereby grant permission to the COMPANY to make photographs and/or other images of my participation in this trip without recourse or compensation to me.

7)I understand that these activities are in remote wilderness areas and there is no immediate medical care available. The COMPANY does not carry Epi pens or Epinephrine or provide cell or satellite phones.

8)The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Bozeman Kayak LLC or its agents is a party shall be Gallatin County, Montana.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE HAD THE OPORTUNITY TO ASK QUESTIONS ABOUT THIS AGREEMENT AND MY QUESTIONS HAVE BEEN FULLY ANSWERED. I UNDERSTAND THAT IF I DISAGREE WITH THE TERMS OF THIS AGREEMENT I HAVE THE OPTION NOT TO PARTICIPATE IN THE ACTIVITY. WITH FULL UNDERSTANDING OF THIS AGREEMENT I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

NAMES OF ADULT PARTICIPANTS (age 18 or over)

1) \_\_\_\_\_

Name (please print)                      Home Address                      City/State/Zip                      Country

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

2) \_\_\_\_\_

Name (please print)                      Home Address                      City/State/Zip                      Country

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

**BOZEMAN KAYAK LLC**  
**PARENT(S) OR GUARDIAN(S) ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18)

IN CONSIDERATION OF THE MINOR CHILDREN LISTED BELOW being permitted by Bozeman Kayak LLC (the COMPANY) to participate in activities and to use equipment and facilities, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS the COMPANY FROM ANY AND ALL CLAIMS which are brought by, or on behalf of the Minor(s) and which are in any way connected with the participation of the child or children listed below in the COMPANY's activity.

By my signature below, I confirm that I am the parent or legal guardian of the listed child or children who will participate in the COMPANY's activity. I sign this Agreement with the complete understanding of its provisions, and believe it is in the best interests of my child or children to participate in the activity.

PLEASE PRINT THE NAMES OF ALL MINOR PARTICIPANTS BELOW:

- 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_  
4) \_\_\_\_\_ 5) \_\_\_\_\_ 6) \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date