

MONTANA YELLOWSTONE EXPEDITIONS FOUNDATION (MYEF)
ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

INTRODUCTION

Please read this entire Document (hereafter, 'Document') carefully before signing. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights. All participants must sign this Document. For participants under 18 years of age (hereafter sometimes 'minor' or 'child'), parent(s) or guardian(s) (hereafter collectively 'Parent(s)') must also sign. 'I,' 'me' or other first person references shall include adult and minor participants and the Parent(s) of minor participants, unless the context requires otherwise.

In consideration of the services of Montana Yellowstone Expeditions Foundation, and their agents, owners, officers, employees, representatives, volunteers, independent contractors, grantors, and licensors, and all other persons or entities associated with it (collectively referred to in this Document as 'MYEF'), **participant, and Parent(s) of minor participants, acknowledge and agree as follows:**

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

MYEF's outdoor educational, instructional and/or adventure activities (which may be scheduled or unscheduled, mandatory or optional or supervised or unsupervised) may include, but not be limited to hiking, backpacking, rock-climbing, rappelling, mountaineering, route-finding, camping, whitewater rafting, canoeing, swimming, horseback riding, participation in service learning projects and transportation to and from activities (referred to in this Document as 'activities' or 'these activities'). **I (and my Parent(s), if I am a minor) acknowledge that these activities involve inherent and other risks, hazards and dangers that can cause injury, property damage, illness, mental or emotional trauma, disability or death to participant or others. The following describes some, but not all of those risks, hazards and dangers:**

Risks present in an outdoor or wilderness environment. These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Participants' travel may be subject to lightning, strong winds, fast moving rivers or other water bodies, difficult stream crossings, currents or whitewater, falling rocks, extremely hot or cold weather or cold water, snow and ice, fallen timber, stinging or disease carrying insects, poisonous plants, wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather can be unpredictable year-round.

Risks involved in decision making and conduct, including, without limitation, the risk that a MYEF staff member, representative, volunteer or co-participant may misjudge a participant's capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or, river and/or terrain route location.

Personal health and participation risks. The risk that participant's mental, physical or emotional condition (disclosed or undisclosed) combined with participation in these activities could result in injury, damage, death or other loss. Although MYEF personnel have reviewed participant's health and medical information and made a decision to allow participation, MYEF cannot anticipate or eliminate all risks or complications posed by participant's mental, physical or emotional condition.

Whitewater rafting, kayaking and canoeing risks. These risks include potential water obstacles or hazards such as boulders, trees, fences, waterfalls, holes, reversals, the risk of falling overboard, the risk of exposure to the effects of cold water immersion, impacting the lake or river bottom, being swept into a river current or experiencing a boat capsize or collision.

Risks associated with horseback riding. Horses, like all animals, are potentially dangerous, as their behaviors do not contemplate our safety. It is OUR behavior that needs to contemplate the chance of injury around a horse. While we make every effort to provide participants with basic instruction and safe habits around and while riding a horse, we can not guarantee an injury-free experience. Horses are large animals. Falling from a horse while horseback riding or being kicked or jostled between two horses can result in injury and rider participants need to be ever alert and aware that a situation may result in injury and that it is their responsibility to think ahead and be alert to the potential of an injury causing event.

Service learning project risks. Participating in service learning projects can include risks associated with activities such as building, digging, lifting, painting, construction and clean-up projects. Projects may include the use of tools and equipment (e.g. drills, saws, axes, shears) that can cause injury resulting from use, misuse or malfunction.

Rock climbing risks. These risks include potential hazards associated with cliffs, cliff faces, and standing beneath a cliff. Including falling, failure of climbing surface, being struck by rock fall, equipment failure, equipment misuse, climbing anchor failure, failure to follow instructions and safety directives. It is the responsibility of every individual at a rock climbing site to heed the safety and equipment use instructions provided by MYEF staff or their designates.

Risks associated with travel. Travel can be on foot or by vehicle, boat, or other means and can be over rough and unpredictable terrain or via lakes and rivers, in snow, sleet, rain or other adverse weather conditions.

Risks connected with geographic location. Activities may take place in remote locations, several hours from medical facilities, causing potential delays in communication, transportation, evacuation and medical care.

Risks present in a city, town, or village environment. These risks include getting lost, theft, harassment, traffic, and aggressive or disease-carrying domestic or feral animals. Hazards such as these may not be predictable. The activities of other people with whom participants may come in contact may change rapidly and cannot be controlled or anticipated by MYEF.

The risk that equipment used in an activity may break, fail or malfunction.

Risks associated with cooking and camping. Participants can cook over a gas stove or an open fire and are subject to the risk of gas explosion, scalding or other burns. Water may be contaminated and must be disinfected or boiled before use. Campsites may be subject to high winds, falling trees and/or branches, floods, wild animal invasion, and other weather-related hazards.

Participants may have free time before, during and after the start of a program and at various other times. Unsupervised time may include free time and/or brief periods of time, stationary and alone in the field (solos). **During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.**

Risks regarding conduct. The potential that the participant, or other participants or third parties (e.g. driver, rescue squad, hospital) may act carelessly or recklessly.

Other risks, hazards and dangers generally associated with outdoor educational, instructional and/or adventure activities.

These and other risks, hazards and dangers may result in participants: falling, being struck, colliding with objects or people, experiencing vehicle or boat collision or capsize, reacting to high altitudes and weather conditions, becoming lost or disoriented, suffering gastrointestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause hypothermia, hyperthermia, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis, concussions or other injury, damage, death or loss.

Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and Parent(s) of minors) assume and accept full responsibility for participant, for the inherent and other risks of these activities (both known and unknown) and for any injury, damage, death or other loss suffered by participant (and Parent(s) of minors), resulting from those risks, and/or resulting from participant's own negligence or other misconduct.

I (participant and Parent(s) of a minor participant) agree:

- I have accurately completed the application and medical form and agree to abide by the terms of those documents, and to obey all MYEF rules, regulations and policies;
- I have reviewed and understand all MYEF program information and materials received, and understand that MYEF representatives are, and have been available should I have further questions about these activities or the risks, hazards and dangers associated with these activities;
- Participant has no mental or physical problems or limitations that might affect his/her ability to participate that have not been disclosed to MYEF, and participant is fully capable of participating without causing harm to participant or others;
- Participant (and his/her Parent(s)) are fully responsible for lost, stolen or damaged equipment;
- MYEF cannot assure participant's safety or eliminate any of these risks.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity agreement contains a surrender of certain legal rights. Certain federal land agencies do not allow service providers, including MYEF, its grantors and licensors, to be released by their clients from liability for injuries or other losses occurring while operating under permit on those federal lands ("restricted federal lands"). Therefore, except to the extent federal policy prohibits me from doing so on restricted federal lands, I (Parent(s) of a minor participant), for myself, and for and on behalf of my family members, heirs, executors, representatives and estate, agree as follows:

(1) to release and agree not to sue MYEF, its grantors and licensors, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim(s)'), for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, or use of MYEF equipment or facilities. I understand that in signing this Document, I, anyone acting on my behalf, and my spouse and other family members surrender, to the fullest extent allowed by law, our respective rights to make a claim against MYEF, its grantors and licensors, as a result of any injury, damage, death or other loss suffered by me or my child;

(2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) MYEF, its grantors and licensors, with respect to all claim(s):

(a) brought by or on behalf of me or a family member for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, or use of MYEF equipment and facilities; and/or

(b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my/my child's conduct in the course of participating in these activities, or using MYEF equipment and facilities.

This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence (but not gross negligence or willful, wanton or criminal misconduct) of MYEF, its grantors and licensors, and includes claims for personal injury, property damage, wrongful death, loss of consortium, breach of contract or otherwise.

CONCLUSION

I (participant and Parent(s) of a minor participant) agree that the substantive laws of Montana (without regard to its "conflict of laws" rules) govern this Document, any dispute I have with **MYEF, its grantors and licensors**, and all other aspects of my relationship with MYEF, and that any mediation, suit or other proceeding must be filed or entered into only in the State of Montana, County of Park. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Montana mediator. I **authorize** MYEF staff or representatives to obtain or provide medical care for me/my child, or to transport me/my child to a medical facility. I **further authorize** MYEF staff, representatives or other medical personnel to render such treatment they consider necessary for my/my child's health. I **agree** to pay all costs associated with that care and transportation.

MYEF reserves the right to dismiss any participant from the program that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him/herself in a manner detrimental to the program. Use of illegal drugs, tobacco products or alcohol, sexual or other forms of harassment, or disregarding instructions are examples of conduct that MYEF considers detrimental to the program, and that can lead to early dismissal. If participant is dismissed or departs for any reason, participant (and his/her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. These costs include, but are not limited to medical evacuation and costs, travel, and compensation and expenses for staff accompanying participant.

This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect. Participants and Parent(s) of minor participants agree: I have carefully read, understand and voluntarily sign this Document, acknowledging that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives and estate. One or both Parent(s) must sign below if participant is under 18 years of age.

Student Signature - Minor or adult (18yrs +)

Date

Print name here

Parent or Guardian Signature

Date

Print name here

Parent or Guardian Signature

Date

Print name here

Please return all pages of this form to the MYEF office. If you fax this form to MYEF, please be sure to mail us the original signed copy.

Thank you!