



**MONTANA WILDERNESS SCHOOL
Acknowledgement and Assumption of Risks &
Release and Indemnity Agreement**

Student Name (Print)

Application ID # (assigned by MWS)

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. All participants and a parent or legal guardian must sign this document. Throughout this document, participants will be referred to sometimes as 'minor' or 'child,' and parent or guardian will be referred to as 'Parent.' In consideration of the services of Montana Wilderness School and its employees, independent contractors, agents, representatives, volunteers, board members, outfitters, third party providers, and all other persons or entities associated with them (collectively referred to in this document as 'Montana Wilderness School' or 'MWS' or "provider") **participant and Parent, acknowledge and agree as follows:**

The Montana Wilderness School expeditions' educational and recreational activities include, but are not limited to, rock climbing, rappelling, mountaineering, whitewater pack-rafting, whitewater rafting, hiking, camping, backpacking, and canoeing (referred to in this document as 'activities' or 'these activities'). Participant or Parent must inform MWS about any limitations the participant may have, which includes informing MWS if the participant believes he or she is not capable of completing any task assigned to the participant or continuing with the activity scheduled. **Participant and Parent acknowledge that participating in these activities involves inherent risks, hazards and dangers that can cause or lead to injury, property damage, illness, mental or emotional trauma, disability or death to participant or others. The following includes some, but not all of those risks, hazards and dangers:**

Risks present in outdoor, mountainous, or remote environments include storms, strong winds, avalanches, snow or ice, falling rocks or other objects, lightning, high altitudes, rapidly moving rivers or streams, currents, waves, whitewater, stream or river crossings, extremely hot or cold weather or water, contaminated water, wild animals, disease carrying or poisonous animals or insects and other natural or manmade hazards. Possible injuries and illness include hypothermia, frostbite, immersion foot, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Risks in decision making including, without limitation, the risk that MWS or a co-participant may misjudge weather, terrain, water conditions, or route location, or they may misjudge a participant's capabilities. MWS will do its best to anticipate weather and water conditions, however, weather, snow and water conditions can be unpredictable and may change suddenly.

Equipment may be misused, or may break, fail, or otherwise malfunction.

Remote locations present risks including delays and difficulties with communication, transportation, evacuation and medical care. Medical facilities may be hours or even days away from the program location. Activities occur on lands open to the public, and exposed to the acts of persons not associated with MWS and who may potentially pose a risks to students.

Travel may be by foot, motor vehicle, boat, raft, canoe, horse, bicycle or other means and can be over rough and hazardous terrain. Travel risks include collision, falling, capsizing, drowning, becoming lost, and other risks usually associated with such travel, including environmental risks. Occasionally small groups of students hike at times during the day, and without instructors.

Conduct risks include the potential that the participant, other participants, or third parties (e.g. general public, rescue personnel, or medical personnel) may act carelessly or recklessly.

Camping risks include, but are not limited to, injuries such as burns and cuts, sprains, strains and other injuries from slips, falls, and lifting, and illnesses including diarrhea and flu-like illness. Meals are prepared over gas stoves and water may require treatment before use. Students with food allergies or sensitivities may come in contact with food they are allergic to.

Educational During activities, wilderness first aid training is conducted and students may participate in realistic simulated injury and illness scenarios and will at times act the role of patient, being handled, carried and otherwise treated as patients of a simulated medical emergency. Risks may include being dropped or otherwise mishandled while being carried; unwelcome touching while acting the role of patient in a scenario; and emotional distress in response to training scenarios. In addition, on courses that include a wilderness medicine training course through Aerie Backcountry Medicine, students may also use and practice with various medical equipment.

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, drowning, reacting to weather conditions or increased exertion, suffering gastro-intestinal complications or allergic reactions, becoming lost or disoriented, or experiencing other problems. These and other circumstances may cause hyperthermia, hypothermia, frost bite, altitude related illness, dehydration, burns, heart or lung complications, broken bones, head injury, paralysis, or other injury, damage, death or loss.

Participant and Parent acknowledge:

- I have accurately completed all required forms and reviewed and understand all MWS information and materials received;
- I have disclosed to MWS any medical or physical conditions which may effect my (or my child's) participation in the activities;
- MWS representatives are available if I have questions about the physical demands of and the risks associated with these activities;
- MWS owners, board members, staff and contractors cannot assure participant's safety or eliminate these or other risks.

Participant and Parent further acknowledge that participant is voluntarily participating with knowledge of the risks. Therefore, participant and Parent assume and accept full responsibility for the risks of these activities (both known and unknown), and for any injury, damage, death or other loss suffered by participant, resulting from those risks or resulting from participant's or Parent's negligence or other misconduct, including, but not limited to, failure to disclose medical and health history information to MWS.

Participant and Parent agree as follows:

- (1) **to release and agree not to sue** Montana Wilderness School, with respect to all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claims'), in any way connected with my/my child's enrollment or participation in these activities. **I understand and agree to hereby release, indemnify, and hold harmless all claims I may have against Montana Wilderness School and agree that neither I, nor anyone acting on my behalf, will make a claim against Montana Wilderness School, 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) **Montana Wilderness School** with respect to all claims brought by or on behalf of me, my child, a family member, heirs, executors, representatives, estates, another participant, or any third party, that are in any way connected with my/my child's enrollment or participation in these activities or use of **Montana Wilderness School** equipment or facilities.

To the fullest extent permitted by law, this agreement includes any claims caused or alleged to be caused, in whole or in part, by the negligence of Montana Wilderness School, and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.

Participant and Parent agree that the substantive laws of the State of Montana (but not any law that would apply the laws of another jurisdiction) govern this document and all other aspects of my and my child's relationship with Montana Wilderness School and that any mediation, suit, or proceeding must be filed or entered into in Montana.

Any portion of this document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

By signing this document you may be waiving your legal right to a jury trial to hold provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity of 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.

Participant and Parent agree: I have carefully read, understand and voluntarily sign this document and acknowledge that it shall be effective and binding upon me, my minor children and other family members, and my heirs, executors, representatives and estate. Participant and Parent must sign below.

Participant Signature (required)

Date

Print name here

Parent or Guardian Signature (required)

Date

Print name here

Additional Parent or Guardian Signature (optional)

Date

Print name here

Address (street)

(city) (state) (zip)

Phone number (with area code)

E-mail