

# GLACIER RAFT COMPANY

## PARTICIPATION AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

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

1. I acknowledge that whitewater rafting and/or funyaking 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 risks include, among other things:** whitewater rapids will be encountered. I can be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these rapids. It is possible that I could be injured if I come in contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft. Rafts could turn over or I could be "washed" overboard. I can slip or fall during a hike, resulting in damage to equipment or personal injury. Accidents can occur getting on and off the raft. Rafts are slippery when wet. Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death and accidental drowning is also a possibility. Furthermore, GRC 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 water, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
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.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GRC 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 GRC's equipment or facilities, **including any such claims which allege negligent acts or omissions of GRC.**
4. Should GRC or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from 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. If I have an existing medical condition and require specific medication, I am responsible for bringing that medicine and informing my guide of the details.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

My signature below indicates I have read this entire document, understand it completely, understand it affects my legal rights and waive my legal right to sue GRC, and I agree to be bound by its terms.

This Agreement shall be governed in all respects by the laws of the State of Montana, and GRC shall be entitled to attorney fees and costs in the event I file a legal action against them. I agree that if any portion of this document is found to be void or unenforceable, the remaining portions 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.**

First Name       MI       Last Name  
  
 Address  
  
 City      State      Zip      Email \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

First Name       MI       Last Name  
  
 Address  
  
 City      State      Zip      Email \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

In consideration of the below-listed minors ("Minors") being permitted by GRC to participate in its activities and to use its equipment and facilities, I/we further agree to indemnify and hold harmless GRC from any and all claims which are brought by or on behalf of Minors and which are in any way connected with such use or participation by Minors. Names and ages of children:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

X \_\_\_\_\_  
 Parent's Signature for and on behalf of above-listed minor children