

**Vertigo River Adventures, LLC
DBA "Wild River Adventures"
11900 Hwy 2 East, West Glacier, MT 59936**

LIABILITY WAIVER AND RELEASE

To be completed by every participant 18 years of age and older.

*****Participants under the age of 18 must have a Parent/Guardian sign and acknowledge on their behalf.*****

In consideration of the facilities, equipment, and recreational activities made available to me by Vertigo River Adventures, LLC, its owners, members, officers, directors, agents, employees, volunteers, and all other persons or entities in any capacity on its behalf (hereinafter referred to as "Wild River"), I hereby agree as follows:

I recognize that there inherent risk in the activities conducted by Wild River, regardless of all feasible safety measures taken by Wild River. These activities include, but are not limited to fishing, boating, rafting, and vehicular travel. I acknowledge that there are various known and unknown dangers involved in participating in these activities, including, but not limited to:

- Risk of hypothermia or drowning, heart failure, and trauma caused by hot sun or cold water, including being wet or cold, and uncomfortable;
- Risks related to getting to, in or out of river rafts or boats caused by slippery, uneven or unstable ground or vessel surfaces;
- Risks of head and other bodily injury from being thrown about by the forces of water, inside or out of the raft or boat involving rocks or trees or into dangerous rocks or cold water, gear, cargo, rigging, or other people;
- Risks of exposure to sunburn, insect bites and stings, or other wildlife or animal encounters;
- Vehicular or pedestrian accidents while being transported or walking to or from Wild River's staging areas;
- The consumption of tainted food or drink during the trip, including exposure to polluted or contaminated water;
- Water that may be fast, deep, cold, and subject to rapid change; and
- The watercraft may overturn, swamp, and sink and occupants may become entrapped in or under rocks and other objects.

I UNDERSTAND AND ACKNOWLEDGE THAT THE ACTIVITIES IN WHICH I CHOOSE TO PARTICIPATE INVOLVE INHERENT AND OTHER RISKS, AND THAT SUCH RISKS MAY CAUSE LOSS OR DAMAGE TO PERSONAL PROPERTY, ILLNESS, ACCIDENTAL PERSONAL INJURY, OR IN SOME CASES, PERMANENT TRAUMA OR DEATH.

I VOLUNTARILY PARTICIPATE IN THE ACTIVITIES OF WILD RIVER WITH AN UNDERSTANDING OF THESE RISKS, AND DESPITE ANY KNOWN OR UNANTICIPATED RISKS.

I ACKNOWLEDGE AND ASSUME ALL RISK OF LOSS, DAMAGE, ILLNESS, OR INJURY AS A RESULT OF THESE ACTIVITIES, INCLUDING ANY LOSS, DAMAGE, ILLNESS, OR INJURY DUE TO WILD RIVER'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF WILD RIVER'S FAILURE TO EXERCISE REASONABLE CARE..

I certify that I am fully capable of participating in these activities, and I acknowledge that I am required to wear a lifejacket at all times during an activity. Instruction as to the proper use of the lifejacket is available from the guides. I am aware that the physical exertion required of river rafting and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the activities of Wild River. I understand that the consumption of alcoholic beverages is not permitted while traveling by watercraft. I further understand and acknowledge that as a participant I must act in a reasonably prudent manner while participating in this activity, to not use Wild River equipment or facilities unless I have permission of the outfitter or guide for such use, and, prior to embarking on any self-initiated activity, I must inform and receive the permission of the outfitter or guide of my plans and/or intentions.

Photo Release. I understand that Wild River reserves the right to take photographic, digital, video, or film records of any river trip, and I hereby agree that Wild River may use such photographic, digital, video or film records for promotion and/or commercial purposes.

On behalf of myself, my heirs, executors, administrators, representatives, successors or assigns, I waive any and all right and claim for damages, I further RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE, and I agree to hold Wild River and its agents, directors, officers, owners, representatives, employees, successors, assigns or any other person or entity acting on behalf of Wild River free and harmless from any and all claims, demands, or other causes of action arising directly or indirectly from my participation in the activities of Wild River, and my use of Wild River equipment or facilities, including any such claims that allege negligent acts or omissions of Wild River.

I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS.

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.

By selecting the "I Accept" button, you are signing this Release electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Release. By selecting "I Accept" you consent to be legally bound by the terms and conditions of this Release.

Dated: _____

Signature of participant

Print name

Participant is under the age of 18 years. I am the legal guardian or parent of participant, and I enter into this Acknowledgement and Assumption of Risk on behalf of participant.

Signature of parent or legal guardian

Print name of parent or legal guardian

Print name of participant

Age

Print name of participant

Age

Print name of participant

Age