

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

(Bull Basin Outfitters)

As a condition to my participation in a hunting activity organized and conducted by Bull Basin Outfitter ("Outfitter") or its employees or subcontractors, the undersigned ("Participant") agrees for the benefit of Outfitter as follows:

1. Participant acknowledges that hunting (including the discharge of firearms and the firing of live ammunition) and other activities that may be engaged in with Outfitter involve inherent risks that are characteristic of, intrinsic to, or an integral part of a sport or recreational activity (including equine activities and hunting) which Participant may engage in with Outfitter, and that those inherent risks cannot be prevented by the use of reasonable care. Such inherent risks include (a) dangerous terrain, (b) the presence of poisonous snakes, insects and spiders, (c) rough, hazardous and dangerous walking, horse-riding, and driving conditions, (d) animals, both wild and domestic, that may be diseased and/or potentially dangerous and (e) persons with fire arms. Participant also acknowledges that activities conducted by Outfitter require good physical condition, can result in injury or death and should not be engaged by Participant unless in Participant is in good physical condition and health. Participant assumes all risks of taking part in sports or recreational opportunities, including hunting, with Outfitter.

2. Participant irrevocably waives, discharges, acquits and releases, to the fullest extent allowed by law, for himself or herself and his or her executors, administrators, assignees, heirs or any other persons that may make claims through Participant (collectively, "Releasors"), any and all present and future rights, claims, actions or causes of action, known or unknown, which any Releasor has or may have in the future against Outfitter, its affiliates and their respective shareholders, members, directors, managers, officers, employees, agents or representatives, for or with respect to all injuries (including death), illness or damage to person or property suffered by Participant and/or Participant's property which arise out of or relate to hunting or other activities conducted or engaged in by Participant or others with Outfitter. In making this release, Participant warrants that he/she is aware of the provisions of MCA §70-16-301, *et seq.* and §27-1-725, *et seq.*, and related provisions of Montana law, which laws exempt a landowner from negligence liability arising from recreational and equine activities.

3. Participant agrees to indemnify, hold harmless and defend Outfitter, its affiliates and their respective shareholders, members, directors, managers, officers, employees, agents and representatives (collectively, the "Indemnified Persons") from and with respect to, and reimburse each Indemnified Person for, all loss, cost, liability, damage, fine, judgment, fee and expense (including reasonable attorney fees) arising out of, relating to or resulting in connection with Participant's activities with Outfitter, even if caused by an Indemnified Person's negligence.

PARTICIPANT:

Signature

Date _____

4. This Agreement will be governed by and construed in accordance with the laws of the State of Montana, without regard to choice of law principles. References in this Agreement to “include,” “including” or “includes,” or other similar words, will be deemed to be immediately followed by the words “without limitation.” In the event that any one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, which will remain in full force and effect. Any provisions held to be invalid, illegal or unenforceable will be deemed replaced with legal, valid and enforceable provisions which come as close as practicable to the original intent expressed in this Agreement.

5. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE PARTICIPANT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT PARTICIPANT OR ANY OTHER PERSON MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

6. **By signing this Agreement, Participant is waiving his or her legal right to a jury trial to hold Outfitter or any other Indemnified Person legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity to be engaged in by Participant or for any injuries or damages Participant may suffer due to Outfitter’s or any other Indemnified Person’s ordinary negligence that are the result of the failure of Outfitter or any other Indemnified Person’s to exercise reasonable care.**

7. Participant acknowledges and agrees that he or she has read, understands and will at all times abide by this Agreement, all rules and regulations of Outfitter and all provisions of applicable law.

PARTICIPANT:

Signature

Print Name: _____

Date: _____