WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

(Bull Basin Outfitters/Willow Creek Ranch and Perfect Light Ranch)

In exchange for, and as a condition to, access to and the right to hunt or engage in other activities on the properties commonly known as Willow Creek Ranch and Perfect Light Ranch (“Ranch”), located in Park County, Montana, the undersigned (“Participant”) agrees for the benefit of Bull Basin Outfitters (“Outfitter”), the Ranch and its owner(s) (“Owner”) 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 on the Ranch 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 on the Ranch, 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 venomous snakes, insects and spiders, (c) rough, hazardous and dangerous walking, horse-riding, unpredictable weather, and driving conditions, (d) animals, both wild and domestic, that may be diseased and/or potentially dangerous, (e) persons with fire arms both on and off Ranch, and (f) the operation of ranch vehicles, including tractors, trucks, and off-road vehicles. Participant also acknowledges that activities conducted on the Ranch 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 entering the Ranch and of taking part in any activities thereon, including hunting, on the Ranch.
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, the Ranch, Owner, their respective affiliates and their respective shareholders, members, directors, managers, officers, 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 on the Ranch. 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, the Ranch, Owner, their respective affiliates and their respective shareholders, members, directors, managers, officers, 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 use of and/or presence on the Ranch, even if caused by an Indemnified Person’s negligence.
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. Outfitter is an independent contractor unaffiliated with the Ranch and Owner and has no authority to bind the Ranch or Owner in any respect, including the modification of any provision of this Agreement relating to the Ranch or Owner. Any such attempted modification is null and void.
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, the Ranch, Owner 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 the Ranch’s, Owner’s or any other Indemnified Person’s ordinary negligence that are the result of the failure of the Ranch’s, Owner’s 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 the Ranch and all provisions of applicable law.

PARTICIPANT:

Signature

Print Name:

Date:

PARENT OR GUARDIAN’S ADDITIONAL INDEMNIFICATION

(Must be completed for Participants under the age of 18)

In consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print minor’s name) (“Minor”) being permitted by the Ranch to participate in its above-described activities and to use its equipment and facilities, I agree to indemnify and hold harmless Outfitter, the Ranch, Owner, their respective affiliates and their respective shareholders, members, directors, managers, officers, agents and representatives, from any and all claims which may be brought by, or on behalf of, Minor which are in any way connected with such participation or use by Minor.

Parent or Guardian:

Signature

Print Name:

Date: