



7160 Lower Miller Creek Rd,
Missoula, MT 59803 Phone: 406-239-1686

Bull Basin Outfitters Liability Release Form

IMPORTANT: THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR RIGHTS AND OBLIGATIONS. Please read and understand this document before signing it. If you have any questions about this document, please consult an attorney.

HUKNHUNT LLC. dba Bull Basin Outfitters (hereinafter “Bull Basin Outfitters”) has informed me that visiting and participating in activities with Bull Basin Outfitters involves certain inherent risks. **Inherent risks include those dangers or conditions that are characteristic of, intrinsic to, and are an integral part of the sport and recreational activity provided by Bull Basin Outfitters.** These inherent risks are described throughout this Liability Release Form. I understand that I am signing this document in consideration for visiting or having a family member visit with Bull Basin Outfitters, the benefits related thereto, and other mutual consideration exchanged between the parties, and that I am assuming all inherent risks.

ACKNOWLEDGMENT OF RISK:

Without limitation on my knowledge of other risks which may exist with respect to Bull Basin Outfitters activities, I understand and agree that engaging in the following activities can be dangerous to my health and property:

- (i) Vehicular travel, including without limitation riding trucks, cars, all-terrain vehicles, snowmobiles, boats, mountain bikes, bicycles and other recreational vehicles;
- (ii) Pedestrian travel, including without limitation walking, hiking, skiing, running and wading;
- (iii) Hunting, shooting, climbing, fishing, boating, camping, lodging, swimming, or all other activities conducted with Bull Basin Outfitters.

Harmful incidents that may occur while visiting with Bull Basin Outfitters and engaging in activities include without limitation: vehicular accidents and malfunctions (including without limitation collisions and sliding or falling from elevated paths); damage caused by terrain; slipping; falling; accidents involving the discharge of firearms; drowning; hypothermia; physical strain; natural hazards, including without limitation fire, lightning and other adverse weather conditions; cuts, bruises, sprains,

insect bites and animal attacks; allergic reactions; skin irritation; and other physical ailments which can cause loss or damage to personal property, injury, illness, or in extreme cases, permanent trauma or death.

The properties on which Bull Basin Outfitters conducts its activities are maintained in their natural state in an effort to provide a unique experience. I understand and agree that such properties are areas in which Montana Bull Basin Outfitters or the owners or operators of such properties including Willow Creek Land Company, LLC, (or their subsidiaries, affiliates, agents, officers, partners, principals, contractors and employees (collectively , the “Released Parties” have not been comprehensively tested for safety purposes, and the Released Parties do not warrant or represent the safety of the properties in any way. Many parts of the properties, including without limitation, waterways, trails, driving areas, hiking areas, climbing areas, can be dangerous, and wild animals, insects and inclement weather can also cause dangerous conditions for activities. I understand the routes and activities chosen by Bull Basin Outfitters or its agents may not be the safest because they may be chosen for their aesthetic and recreational qualities.

I understand that I am solely responsible for determining whether I am capable of undertaking Bull Basin Outfitters activities based upon my mental and physical condition. I acknowledge and agree that although Bull Basin Outfitters may be granting me permission to engage in various activities, I am doing so at my own risk and the released parties have not represented or warranted that the conduct of such activities is safe, that the properties used by Bull Basin Outfitters are safe for such activities, or that the released parties have tested such properties for safety of such activities.

ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNIFICATION

I certify that I and, if applicable, my family, including minor children, are fully aware of the risks, and am/are capable of participating in Bull Basin Outfitters activities. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and damage to and loss of personal property and any expenses, including without limitation matters caused by my negligence, the negligence of the Released Parties and any other party. I also understand that Montana Bull Basin Outfitters reserves the right at any time, without liability to Bull Basin Outfitters, to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in any particular activities.

I hereby voluntarily waive, release and discharge the Released Parties from any and all liabilities, claims, demands, actions or rights of action, related to Bull Basin Outfitters activities, including without limitation those related to my death, disability, personal injury, property damage , and also including without limitations the negligence of the Released Parties or any other parties. I agree that I cannot bring any legal action against the Released Parties and I cannot collect any money

from the Released Parties for any of the foregoing waived, released and discharged matters.

I agree to indemnify, defend and hold harmless the Released Parties against all liabilities, claims, damages, losses, injuries, and expenses (including without limitation reasonable attorney's fees) arising out of or resulting from my participation and my family's participation in Bull Basin Outfitters activities, including without limitation the negligence of the Released Parties or myself.

I hereby agree that if the Released Parties are forced to defend any claim, action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay the Released Parties costs and attorney fees with respect to such matter. Should a court of competent jurisdiction declare any paragraph or part of this release unenforceable, the remaining parts or paragraphs shall remain in full force and effect. This release shall be construed broadly to provide a release and waiver to the maximum extent possible under applicable law, including but not limited to the Montana Recreation Responsibility Act (27-1-752 - 27-1-754, MCA).

On behalf of my family and I, I hereby consent to the use of Bull Basin Outfitters or our images, likenesses or other characteristics, including any photographs of me or my family, or any commentary or testimonials provided by me or a member of my family related to my visit with Bull Basin Outfitters. I release Bull Basin Outfitters from any claims which my family and I have or may have arising out of the use, distribution, adaptation, reproduction, broadcast or exhibition of such items, images or characteristics.

I, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this ____ day of _____, 20____.

Signature: _____

Printed Name: _____