

NOTICE & WAIVER OF POTENTIAL DANGERS HAZARDS AND RISKS

(Last Rev 9-10-09)

For Hunts conducted in Montana, Utah, and Washington. Read carefully before Signing.

Activities involving hunting, camping, fishing, livestock, ATV's, snowmobiles, 4x4 autos, tree stands, weapons, shooting, wild animals, nature, variable weather, rugged terrain, guiding and outfitting activities have inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in outdoor environments.

THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Risks of injury and/or death from accidents involving firearms or other weapons, or being near others handling weapons or who have weapons in possession;
2. Risks of ear or hearing damage from noise or infection by natural or unnatural causes;
3. Risks of sight loss or other eye damage from debris, sunlight, or exposure to natural or unnatural causes;
4. Risks of injury and/or death from accidents involving automobiles, ATV's, snowmobiles, or other motorized or non-motorized vehicles or equipment;
5. Risks of injury and/or death from accidents involving walking, hiking, or riding horses, or being near livestock such as horses; cattle; dogs; etc;
6. Risks of injury and/or death from accidents involving encounters with natural obstacles, natural events, wildlife, animals, insects, or other dangerous encounters;
7. Risks of injury and/or death from accidents involving wading, fishing, and/or being on or near water, including the risk of drowning;
8. Risks of physical inadequacies, whether foreseen or unforeseen, including allergies, heart attack, permanent disabilities, or death;
9. Risks associated with, or as a result of, variable weather conditions and/or acts of nature, including the risk of injury, sickness, pneumonia and/or death;
10. Many other risks, hazards, and dangers which may be encountered, whether foreseen or unforeseen, while participating in activities involving: hunting, camping, fishing, livestock, ATV's, 4x4 automobiles, tree stands, weapons, shooting, nature, variable weather, rugged terrain, guiding and outfitting activities.

IMPORTANT PRECAUTIONS FOR YOUR OWN SAFETY AND FOR THE SAFETY OF OTHERS

Wear helmets while riding horses, snowmobiles, or ATV's; Wear a safety harness when hunting in tree stands; Wear hearing protection and protective eye glasses when shooting; Attend firearm safety or archery education training classes; Attend a first Aid training class; Consult your doctor about your trip and prepare as he advises. If you choose to ignore any of these precautions or to not take any of these safety classes, you are doing so by your own choice and at your own risk.

VISITORS ACKNOWLEDGEMENT OF RISK

I recognize that there is an element of risk in any adventure, sport, or activity associated with the outdoors. I am fully cognizant of the risks and dangers inherent in hunting and fishing and have been informed of known special hazards in such activity. A copy of a notice of such hazards is attached hereto and made a part hereof, and I, and the adult members of my family, have read the same. I certify that my family and I, including minor children, are fully capable of participating in the said activity.

Therefore, I assume full responsibility for personal injury to myself and/or to members of my family, or for loss or damage to my personal property and expenses thereof as a result of my negligence or the negligence of my family participating in said activity except to the extent such damage or injury may be due to the negligence of Bearpaw Outfitters. I further understand that Bearpaw Outfitters reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in hunting and fishing.

LIABILITY WAIVER AND RELEASE

THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS. In consideration for my being permitted to participate in the activities and operations of Bearpaw Outfitter, I **additionally agree to the following Waiver and Release:**

I acknowledge that I have read and understand the "NOTICE OF POTENTIAL HAZARDS, RISKS, AND DANGERS" as described above and I understand there may be other risks not mentioned, whether foreseen or unforeseen, without limitation, and that I have had the opportunity to discuss them with Bearpaw Outfitters. I understand these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me or coercing me to participate, and I elect to participate in spite of the many risks and dangers. **I AM VOLUNTARILY USING THE SERVICES OF BEARPAW OUTFITTERS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, DEATH, DAMAGE, OR LOSS, TO PERSON OR PROPERTY, NO MATTER WHAT THE CAUSE MAY BE.**

I understand and I agree that if any portion(s) or condition(s) of this "Liability Waiver and Release" are rendered invalid by a court of law or any other action or agreement, that the remaining portions of this document shall remain valid and in affect.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS** Bearpaw Outfitters, the owners Dale and Tara Denney, their associates, agents, employees, volunteers, and the landowners of all private properties on which Bearpaw Outfitters conduct their services and activities; from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity; including, but not limited to, any accident or injury to person or property, any loss of life or property, NEGLIGENCE of any kind, acts of nature whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals and/or equipment; whether or not such damage, loss, injury, paralysis, or death to me or my property results from negligence of Bearpaw Outfitters, the owners Dale and Tara Denney, their associates, agents, employees, volunteers, and/or the landowners of all private properties on which Bearpaw Outfitters conduct their services and activities, or from some other cause. **I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue (bring suit against)** Bearpaw Outfitters, the owners Dale and Tara Denney, their associates, agents, employees, volunteers, and/or the landowners of all private properties on which Bearpaw Outfitters conduct their services and activities; as a result of any damage, loss, injury, paralysis, or death to me or my property suffered in connection with my use of, and/or participation in the activities of Bearpaw Outfitters; no matter what the cause may have been.

I CERTIFY THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Minor Children Names: _____

Print Spouse Name: _____ **Signature:** _____ / ____/2009

Print Your Name: _____ **Signature:** _____ / ____/2009