



## MWA Volunteer Acknowledgement and Assumption of Risks Agreement

### ACKNOWLEDGEMENT:

1. Montana Wilderness Association (MWA) is a nonprofit organization with the mission of working with communities to protect Montana's wilderness heritage, quiet beauty, and outdoor traditions, now and for future generations. To accomplish this mission, MWA works with volunteers on a variety of projects and during a variety of activities. MWA also uses publications to inform and educate others regarding its projects and activities.
2. Some of the projects and activities include personal risks. These risks include, but are not limited to: risks inherent in backcountry trail work, travel, and being in a backcountry environment, including exhaustion, general personal injuries, slipping and falling, blisters, hypothermia, dehydration, heat stress, sunburn, injuries caused by lightning, wildlife encounters and attacks, insects, accidental shootings during hunting season, getting lost, giardia, hantavirus, and natural hazards such as fire; risks associated with manual labor and use of tools, such as injury from tool use, cuts, burns, injury to fingers, toes, and limbs, flying rock fragments, exhaustion, and muscle strains; risks associated with travel; and risks associated with interacting with other persons who may contribute to or cause injury due to any of the risks above.
3. The decision of a volunteer to participate in MWA projects or activities is made freely and with knowledge of the existence of risks. By his or her decision to volunteer for MWA, the person named above and whose signature appears below (the "Volunteer"), acknowledges and recognizes the risks.
4. In the event that the Volunteer needs medical care, persons associated with the project or activity likely will render or seek medical care as they deem necessary for the Volunteer's health.
5. MWA has need and desire to control some aspects of a project or activity. If MWA decides to end a project or activity or the Volunteer's participation in the project or activity, the Volunteer must cease and depart and incur any expense related to that decision. Such decisions include, but are not limited to, decisions based on group safety, personal safety, and equipment safety.

### AGREEMENT:

In light of the acknowledgments listed above, the following agreement is made:

1. The Volunteer agrees that he or she engages in the MWA project or activity voluntarily, with no expectation of compensation, and agrees that nothing in this Agreement constitutes an employment agreement. The Volunteer acknowledges and agrees that he or she will not be an employee of MWA and will not receive wages, compensation or benefits of any kind. The Volunteer agrees that his or her decision to engage in the MWA project or activity and enter into this Agreement is made with full consideration of the risks associated therewith;
2. The Volunteer agrees that he or she enters into this Agreement with full knowledge of the terms of this Agreement, based on the Volunteer having read, understood, and agreed



to the conditions of this agreement, and having been advised to retain a copy for his or her records;

3. The Volunteer accepts full responsibility for any and all injury, damage, loss, death or other consequence of actions while traveling to and from the MWA project or activity. Further, the Volunteer agrees not to seek to hold MWA or its agents, employees or officials responsible for any injury, damage, loss, death or other consequence of actions while traveling to and from the MWA project or activity. In the event that such action to hold MWA responsible is taken, the Volunteer agrees that this Agreement may be relied on to establish a complete defense. MWA has no duty to the Volunteer to keep the Volunteer free from injury, damage, loss, death or other consequence of actions while traveling to and from the MWA project or activity.
4. The Volunteer agrees that any legal action taken relevant to the Volunteer's actions related to an MWA project or activity will be filed in Lewis & Clark County, Montana. Volunteer also agrees that, prior to the initiation of such legal action, he or she will engage in mediation with MWA to resolve any disputes before a mutually-acceptable Montana mediator.
5. The Volunteer agrees that he or she (not MWA) is responsible for his or her own transportation costs, medical costs, or other costs incurred before, during and after any MWA project or activity.
6. The Volunteer authorizes MWA to obtain or provide medical care and transportation, in the event that it appears necessary to do so for the medical health of the Volunteer.
7. The Volunteer agrees to the use of his or her photo for reproduction and publishing by MWA.
8. All references in this agreement to "Volunteer," apply equally to a parent or guardian signing for a Minor Volunteer, his or her family, or representative.
9. If any part of this agreement is deemed unlawful or unenforceable, the remaining provisions shall remain in effect.
10. MWA reserves the right to terminate its relationship with the Volunteer at any time and for any reason. The Volunteer may also terminate his or her relationship with MWA at any time, and for any reason. Notice of a decision to sever the volunteer relationship should be provided as soon as possible to the other party. Regardless of which party decides to end the relationship, Volunteer is responsible for any transportation or project-related costs associated with returning to Volunteer's home.