



Montana Wilderness Association Waiver and Release Agreement

Read carefully before signing: this is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in this activity provided on behalf the Montana Wilderness Association, I agree to the following Waiver and Release:

I acknowledge that hiking has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I understand that these risks, hazards, and dangers include without limitation:

1. Walking in rugged country, including encounters with wildlife, animals and insects.
2. Physical injuries that include, but aren't limited to, sprains, hypothermia, heat exhaustion, sunburn, rashes, scrapes, bruises, broken bones, animal bites, insect stings
3. Inclement weather conditions.

I understand the risks, hazards, and dangers and have had the opportunity to discuss them with the leader(s) of this event. I understand that 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 to participate and I elect to participate in spite of the risks. I am voluntarily using the services of the Montana Wilderness Association with full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept any and all risks of injury or death.

Lastly, to the full extent allowed by Montana law, I, for myself, my heirs, successors, executors, and subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless the Montana Wilderness Association, its directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, and expenses (including reasonable attorneys' fees), which are related to, arise out of, or are in any way connected with my participation in this activity and which result from the inherent risks within this recreational opportunity or the ordinary negligence of the Montana Wilderness Association (if the damage, loss, injury or death is not the result of the inherent risk of the recreational opportunity) or from some other cause.

BY SIGNING THIS DOCUMENT, YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD MONTANA WILDERNESS ASSOCIATION LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE MONTANA WILDERNESS ASSOCIATION'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF ITS FAILURE TO EXERCISE REASONABLE CARE.

MWA Waiver - I have carefully read, clearly understand, and voluntarily sign this line indicating my understanding of and agreement to this waiver and release agreement.

Participant Name (please print): _____

Participant Signature: _____

Participant Address: _____

Participant Phone Number: _____

Participant Email: _____