

**NORTHWEST MONTANA HISTORICAL SOCIETY
ACKNOWLEDGMENT OF RISKS AND WAIVER**

Participant: *(Please Print)* _____ **Age:** _____ **Sex:** _____
Address: _____ **City/Town:** _____ **State:** _____ **Zip:** _____

1. I understand that outdoor and indoor recreational and educational activities, including, but not limited to, walking tours organized by the Northwest Montana Historical Society, involve risk of injury to any and all parts of my body and death. I understand that numerous risks and dangers are inherent in these activities, including, but not limited to: changing weather conditions; water, snow and land conditions as they exist or as they may change, including storms, risk of falling, ice, rainwater, collisions with signs, posts, fences, enclosures, hydrants, water pipes, or other natural and man-made structures and their components; low visibility, variations in steepness or terrain, whether natural or man-made; or collisions with other recreationists or bystanders. I understand that the Releasees or Providers (as defined below) are not responsible for my safety. Furthermore, I understand that I must keep deliberate and conscious control of my physical body.

2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities. **Initials:** _____

3. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these or related activities, or while present on Releasees' premises, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS the Northwest Montana Historical Society, its employees, agents, directors, and officers (hereinafter "Releasees" or "Providers") from any and all losses, damages, costs and attorney fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities. As a condition of my being entitled to participate in these activities and being permitted to gain access to and use the Releasees' facilities, equipment and premises, I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue Releasees.

4. I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEY FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES.

5. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of Montana. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I may bring against the Releasees shall be submitted to the jurisdiction of the courts of Montana and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, express or implied, that have been made to me, which extend beyond the description of the equipment listed on this form.

I understand that permission to use Releasees' equipment, of any type or nature whatsoever, is being given to the undersigned participant in exchange for the execution of this Acknowledgment of Risks and Waiver. I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY that will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to Releasees regarding my name, age, or medical condition. I intend this document to be interpreted as broadly as permissible by Montana law and understand that it is not intended to assert any claims or defenses prohibited by law. I understand and agree that all of the provisions of this Acknowledgment of Risks and Waiver will be in force until revoked in writing.

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

Signature (Participant): _____ **Date:** _____

Participant Under 18 Years of Age: As parent/guardian signing this agreement for the above-named minor, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Releasees for any claim or suit arising out of said minor's participation in the activity, or the use by minor of any equipment provided by Releasees.

Signature (Guardian): _____ **Date:** _____