

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT.

In consideration of being allowed to participate in water sport events and activities, specifically including canoeing, kayaking, paddle boating, rafting, swimming and/or being provided with water sport recreational property or services, for myself and any minor children for whom I am parent, legal guardian, or otherwise responsible, and for my/our heirs, personal representatives or assigns.

1. Acknowledgement of Risks

I acknowledge that some, but not all, of the risks of participating in water sports include:

- a) Changing water flow, currents, wave action and boat wakes;
- b) Collision with any of the following: other participants, the watercraft, other watercraft, man made or natural objects;
- c) Wind shear, inclement weather, lightning, variance and extremes in wind, weather and temperature;
- d) My sense of balance, physical coordination, ability to operate equipment, swims and /or follows directions;
- e) Collision, capsizing, sinking, or other hazards which result in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
- f) Presence of insects and marine life forms;
- g) Equipment failure or operator error;
- h) Heat or sun related injuries or illness, including sunburn, sunstroke, or dehydration;
- i) Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk or an accident

2. Express assumption of risk and responsibility

I agree to assume responsibility for all the risks of the activity, whether identified above or not (even those rights arising out of the negligence of the Releasee named below). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and my minor children for whom I am responsible for any bodily injury, accident, illness, paralysis, death, loss of personal property, and express thereof as a result of any accident which may occur while I/we participate in the activity (even if caused, in whole or part, by the negligence or the Releasee named below).

3. Release

I hereby release Bearpaw River Expeditions LLC and Tarkio Kayak Adventures Inc, its principals, directors, officers, agents, employees and volunteers, their insurers and every land owner, municipal and/or governmental agency upon whose property an activity is conducted and their insurers, if any, (collectively "releases") from any and all injury or damage, including death to the named Releasee and other persons as a result of my/our participation in the activity. Even if caused in whole or in part by the negligence of the Releasee named above.

I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASES OF LIABILITY AGREEMENT. I UNDERSTAND THAT BY MY SIGNATURE ON THIS DOCUMENT, I AM WAIVING MY RIGHTS, INCLUDING ANY RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNEES.

I AGREE TO WEAR A U.S. COSTGUARD APPROVED PFD WHILE PARTICIPATING IN THIS ACTIVITY OR RIDING IN A WATERCRAFT.

Participant's name:

Age:

Address:

Home phone:

City:

State:

Zip Code:

Emergency contact:

Signature:

Date