

Banthem Outfitting LLC Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement for Hunting Services

In consideration of the services of Banthem Outfitting LLC its respective agents, owners, lessors, contractors, holding companies, shareholders, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as Banthem Outfitting LLC), I hereby agree to the following acknowledgements and to discharge Banthem Outfitting LLC on behalf of myself, my parents, my children, my heirs, assigns, personal representatives and estate as follows:

1. **Inherent Risks**. I acknowledge that the following describes some, but not all, of the risks that I might encounter while at Banthem Outfitting LLC, facilities or permitted operations or while participating in activities at or through Banthem Outfitting LLC, I acknowledge that activities like hunting entail known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities of this type of experience.

Hunting

I acknowledge **all hunts are physically demanding** due to the rugged and often steep mountainous terrain or open country. Banthem Outfitting LLC has explained to me that the wild and native animals rarely live in easy to access areas; I understand that a typical day hunting involves hiking or riding early in the day to the hunting area and not returning to the base camp until the sun goes down. I acknowledge that even when not riding, hiking will not mean walking on flat ground, but will often be on rocky and/or steep inclines. I know and understand that having a successful and safe hunt depends upon my own physical abilities and conditioning. I understand and acknowledge that over-exertion, illness or being sore from hiking/riding are risks associated with this activity. Depending on the terrain/topography and the type of animal, shots may be at close or long range and I acknowledge that the most successful hunters are the ones that are practiced and can adapt to the shot that is presented. I acknowledge that hunting also has inherent risks which include, but are not limited to, being killed or hurt or killing or harming another participant by using firearms or bows or hunting gear such as knives, ammunition, bows and arrows, etc. I may encounter the actual animals being hunted or other forms of wildlife and may be attacked or harmed.

I acknowledge that, in the remote locations used by Banthem Outfitting LLC participants may experience extreme **environmental** and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my or the other participants ability to react or respond. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., can occur. Participants may encounter dangerous wildlife or insects and may encounter firearms or substances necessary to the control of these animals or insects.

By signing this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during this Banthem Outfitting LLC hunting services.

Furthermore, **Banthem Outfitting LLC Guides** have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues. Further, I may encounter: the negligence or mis-behaviors of other visitors or participants who may be present, participants giving or following inappropriate advice, mine or others' failure to follow the rules of Banthem Outfitting LLC and/or my own negligence or inexperience, some or all of which may diminish my or the other participants' ability to react or respond. I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise Banthem Outfitting LLC of anything which I consider to be unsafe or to refuse to participate. With knowledge of all of these issues:

2. **Express Assumption of Risk**. As lawful consideration for my being allowed to participate in the activities offered by Banthem Outfitting LLC, I expressly agree on behalf of myself and any of the children for which I am responsible and promise on behalf of myself and any of the children for which I am responsible, to accept and assume **all** the risks existing in the Banthem Outfitting LLC,

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trip I/we are attending. My/our participation in this Banthem Outfitting LLC trip is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree that this Participant Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement is contractual in nature, supported by Montana law and that I/we are signing it of my/our own free will.

3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE** On behalf of myself and any of the children for which I am responsible I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Banthem Outfitting LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my/our use of Banthem Outfitting LLC 's equipment or facilities, including any such Claims which allege negligent acts or omissions of Banthem Outfitting LLC.

4. **Indemnity**. As liquidated damages, I agree that, should Banthem Outfitting LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, pay for) for all such fees and costs.

5. **Personal Skill & Insurance**. I certify that myself and my family, including minor children, have sufficient skill and fitness to participate in the activities offered by Banthem Outfitting LLC. I/we further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself/ourselves. I understand that the Banthem Outfitting LLC reserves the right to deny me or any other person participation before or during an activity if it finds that person to be mentally or physically impaired or unprepared.

6. **Medical Issues**. I further agree that, in the event that Banthem Outfitting LLC deems it necessary to administer emergency first aid or CPR or to remove me from its activities or to extricate me from the field or from the remote venue in which these services are received for ANY type of health related reason that, by signing this document, I am giving Banthem Outfitting LLC permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document, I am waiving any right to object to or bring any type of action or claim against Banthem Outfitting LLC for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health-related person who becomes involved in my care or removal from Banthem Outfitting LLC activities or the field.

7. **Coronavirus**. I expressly acknowledge that naturally occurring disease processes (including but not limited to the currently widespread Coronavirus) occur in all environments in which this activity will take place. I acknowledge that, while Banthem Outfitting LLC has taken reasonable measures to avoid contact, transmittal or contamination of the viruses between people (including guests/participants, employees and other third parties), it is ultimately my responsibility to safeguard myself and others. I understand and agree that, if I choose to participate in this activity, that Banthem Outfitting LLC cannot and will not have any legal liabilities towards me if I contract any virus. Additionally, if it is determined that I acted negligently or unreasonably and was responsible for the Coronavirus (or any disease process) to other Banthem Outfitting LLC participants or employees or third parties, that I may be held legally and financially responsible for that transmittal.

8. **Photographic Assignment**. I understand that Banthem Outfitting LLC reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted on its trips and I hereby agree that Banthem Outfitting LLC may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by Banthem Outfitting LLC.

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9. **Release as Contract and Personal Capacity.** I expressly agree and acknowledge that the terms of this Participant Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement is contractual in nature, supported by Montana law and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this agreement and that there are no other impediments or reasons why I would lack the capacity to sign this document.

10. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against Banthem Outfitting LLC I agree to do so solely in the State of Montana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate or my children's estates might otherwise have been entitled. I agree to submit to the jurisdiction of the Montana courts. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this agreement can be used as if it was the original. I understand that this document constitutes the entire agreement between myself and Banthem Outfitting LLC and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge for myself and any of the children I am responsible for that I/we may be waiving our legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the hunting activity or recreational opportunity or for any injuries or damages I/we may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

Participant Signature: _____ **Printed Name:** _____

Address: _____ **City:** _____ **State:** _____

Postal Code: _____ **Country:** _____ **E-mail address:** _____

Phone #: _____ **Date:** _____

Participant Signature: _____ **Printed Name:** _____

Address: _____ **City:** _____ **State:** _____

Postal Code: _____ **Country:** _____ **E-mail address:** _____

Phone #: _____ **Date:** _____

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Parents or Guardians Additional Indemnification (Must be completed for participants under 18 years of age)

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed above; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that Banthem Outfitting LLC relies to its detriment on this representation and would not allow the minor child to participate in this trip without this representation. In consideration of _____ (print minor's name) (Minor) being permitted by Banthem Outfitting LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Banthem Outfitting LLC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent Signature: _____ **Printed Name:** _____ **Date** _____

Parent Signature: _____ **Printed Name:** _____ **Date** _____

BANTHEM OUTFITTING LLC
39 ROSEY LANE
LIVINGSTON, MT 59047
406-224-2309

BOOKING FORM

Client Name:

Address:

Phone Number:

Email:

Intended Hunt Type:

Intended Hunt Dates:

Size of Group & Names:

Total Cost of Hunt:

Deposit Sent:

Check/Money Order #:

Balance Owed:

Dietary Restrictions/Food Allergies:

Physical Limitations:

Additional Comments:

Client Signature:

Date:

