



[Blackfeetoutfitters@gmail.com](mailto:Blackfeetoutfitters@gmail.com)

State Montana License; #30072

406-450-8420

**PARTICIPANT QUESTIONNAIRE; RISK WARNING; LIABILITY WAIVER/RELEASE; AND INDEMNIFICATION DOCUMENT**

**1. PARTICIPANT QUESTIONNAIRE: (PLEASE PRINT CLEARLY)**

- a. Name:
- b. Address:
- c. Telephone: Age:
- d. Emergency Contact:
- e. Relationship: Telephone:
- f. Email address:
- g. Do you have any previous experience in? (choose from the selection below in which activity you will be participating): Choose from the following options in the drop-down menu:

Yes, No, Seldom, Frequent, None

Hunting

Fishing

Hiking

Horseback Riding

- h. Last Time? (Mo/Year)

Month/Year, N/A

Hunting

Fishing

Hiking

Horseback Riding

- i. Do you have any medical, physical, or emotional condition that would be adversely affected by this activity?

Please describe:

- j. Are you pregnant? Choose from the drop-down menu: Yes, No.

Deposits are refundable with 60 days advance written notice. An administrative fee of 15% per person will be charged on all refunds. In the event of cancellation the client may have the option to apply the deposit balance to a future date. There are no refunds due to weather, and for hunters and fishermen, no refunds due to weather nor harvesting an animal or fish.

Blackfeet Tours runs their operations within the boundaries of the Helena - Lewis and Clark National Forest in the Badger Two Medicine.

We do not operate within the boundaries of Glacier National Park or on the Blackfeet Indian Reservation.

Trip insurance is recommended to all of our clients to protect them in the event of cancellations. Montana Outfitters and Guides Association recommends [Signature Travel Insurance](#).

Blackfeet Outfitters and Blackfeet Tours has exercised reasonable care in preparation of certain inherently dangerous activities to prevent any injury or damages that might ordinarily result from such activities, including loss or damage to equipment and personal property, accidental injury, illness, or in extreme cases, permanent trauma, disability or death.

Below is a description of the known inherent risks of certain Blackfeet Outfitters and/or Blackfeet Tours Activities.

- Participant in Blackfeet Outfitters and/or Blackfeet Tours expeditions and adventures spend substantial time in the out of doors where they are subject to numerous and varied risks, dangers and hazards (hereinafter collectively referred to as "Risks"), including environmental Risks. The kinds of Activities Blackfeet Outfitters and/or Blackfeet Tours participants engage in vary from trip to trip, and are often strenuous, both physically and emotionally.
- Medical facilities are remote, typically many hours, and in some instances, days distant. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed or unavailable.
- All of Blackfeet Outfitters and/or Blackfeet Tours activities require travel, which can be by motorized and non-motorized vehicle, watercraft, horse, mule, snowmobile, snow shoes, and on foot and by other means, over improved and unimproved roads, rugged trails and off trail terrain, including boulder fields, frozen or partially frozen lakes, downed timber, rivers, rapids, river crossings, open water, high mountain passes, snow and ice, steep slopes and rock cliffs, including avalanche prone areas, scree and talus slopes, slippery rocks and steep crevassed glaciers.

- Risks associated with travel include, for example, collision with stationary or moving objects, following, overturning, capsizing, drowning and other risks usually associated with such travel, including environmental Risks.
  - Risks associated with horseback riding include: that because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance, that there are inherent risks that may include but are not limited to a horse or horses: bolting, spooking, shying, running away, sudden change in direction, kicking, bucking, rearing, tripping, falling, stumbling, biting, nipping, head tossing, getting stepped on, or pushed over, trampled, saddle slippage, tack or equipment failure or breakage, falling off, bucked off, holes, foreseen or unforeseen ground conditions, any domestic animals or wildlife being a cause of the aforementioned, reactions to viral or bacteriological pathogens, allergens, or any other man made or natural causes, etc.
  - Environmental Risks include loose, falling and rolling rock; lightning, extreme winds, forest fires, campfires, exposure to intense heat and bitter cold; snow, rock and ice avalanches and mass movement of earth and material, following timber and forces of nature, including weather which may suddenly change to extreme conditions without advanced warning; flash floods, moving, deep and or cold water; insects, snakes, and predators, including large animals. Possible injuries and illnesses include, without limitation, hypothermia, frostbite, immersion foot, high altitude illnesses, sunburn, heat stroke, thermal burns, dehydration, stomach and intestinal disorders, sprains, strains and fractures, cuts, scrapes and other wounds and trauma to the head and body, and other mild or serious conditions including permanent trauma, disability or death.
- Despite reasonable care, maintenance and use, equipment (including items essential for the safety of the user) may fall, malfunction, or fail to perform two manufacturers' standards are cause injury. For example, ice axes and crampons used on snow and ice necessarily have sharp points to penetrate the snow or ice. These points may cause injury if misapplied to the human body.
  - Liquid and or compressed gas stoves, and occasionally open fires, are used to prepare meals and boil water for hot drinks. Water often requires boiling or other treatment such as chemical disinfection or filtration before use. In addition to the environmental and travel Risks described above, camping Risks and hazards include but are not limited to burns, cuts, slips, falls, lifting, and diarrhea and flu-like symptoms.
  - Decisions are made by the guides and participants usually in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors and judgment. Misjudgments may pertain to, among other things, a participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
  - Careless or reckless behavior on the part of other participants, despite adequate supervision, as well as careless a reckless behavior by third parties may result in injury, permanent disability, death, property damage or a change of plans.
  - Blackfeet Outfitters and/or Blackfeet Tours Activities may require a degree of skill and knowledge not required in other activities, and participants have responsibilities for managing the Risks to which they and others are exposed. Blackfeet Outfitters and/or Blackfeet Tours Activities should be considered exploratory and include the possibility of unexpected conditions and challenges.
  - The staff of Blackfeet Outfitters and/or Blackfeet Tours has been available to more fully explain the nature and physical demands of activities in which I will be engaged, and inherent another Risks involved with them.

- Please Note: Itineraries and/or meeting locations may be changed due to road construction, spring run-off, weather, forest fires, or other unforeseeable circumstances.

### **ACKNOWLEDGMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS**

By participating in this recreational opportunity, I assume the inherent risks of participating in this recreational opportunity, whether those risks are known or unknown, and I agree to be legally responsible for all injury or death to myself and for all damage to my personal property that result from the inherent risks in this recreational opportunity. I acknowledge that my involvement in the Blackfeet Outfitters and/or Blackfeet Tours Activity is purely voluntary and certify that I am fully capable of participating in this activity.

In addition, except with respect to an injury or other laws that occurs on lands whose rules or regulations prohibit my doing so, I expressly assume **ALL OTHER** risks of my involvement in Blackfeet Outfitters and Blackfeet Tours Activities, inherent or otherwise, and whether or not described above (See M.C.A. 28-2-702 and M.C.A. 27-1-753). **(NOTE TO CLIENT AND TO PARENT IF CLIENT IS A MINOR)** The U.S. Forest Service and certain other federal land management agencies do not allow permit holders such as a Blackfeet Outfitters and Blackfeet Tours to be released by their clients and participants from liability for negligent conduct. On those lands, Blackfeet Outfitters and/or Blackfeet Tours is limited to the acknowledgment and assumption of risks, as provided above. Participant's trip or program may include travel and activities off these public lands. For such activities, Blackfeet Outfitters and/or Blackfeet Tours seeks an assumption of ALL (not only inherent) Risks and, in addition, the following Agreement of Release and Indemnity. Please read the following agreement carefully.

### **MONTANA LAW SPECIFICALLY LIMITS LIABILITY TO OUTFITTERS FOR BACKCOUNTRY TRIPS AND OTHER RECREATIONAL ACTIVITY**

I also agree that I, not Blackfeet Outfitters, am legally responsible for all injury, death, or property damage that I may sustain during this trip with Blackfeet Outfitters resulting from the inherent risk associated with backcountry trips. By agreeing to participate in this backcountry trip and signing below, I acknowledge that I understand this law and am fully consenting to this Montana law. The exact law I am consenting to, and to which I agree states:

#### **Montana Code Section 27-1-753. Limitation on liability in sport or recreational opportunity.**

- (1) A person who participates in any sport or recreational opportunity assumes inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for all injury or death to the person and for all damage to the person's property that result from inherent risks in that sport or recreational opportunity.
- (2) A provider is not required to eliminate, alter, or control the inherent risks within the particular sport or recreational opportunity that is provided.
- (3)
  - a. Sections 27-1-751 through 27-1-754 do not preclude an action based on the negligence of the provider if the injury, death, or damage is not the result of an inherent risk of the sport or recreational opportunity.
  - b. This section does not prohibit a written waiver or release entered into prior to engaging in a sport or recreational opportunity for damages or injuries resulting from conduct that constitutes ordinary negligence or for risks that are inherent in the sport or recreational opportunity.

- c. Any waiver or release for a sport or recreational opportunity must: (i) state known inherent risks of the sport or recreational opportunity and (ii) contain the following statement in bold typeface: **By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.**
- d. Any waiver or release for a sport or recreational opportunity may still be challenged on any legal grounds.
- e. Any waiver or release for a sport or recreational opportunity executed in compliance with this section is not prohibited by or subject to the provisions of 28-2-702.

(4) Sections 27-1-751 through 27-1-754 do not apply to a cause of action based on the design, manufacture, provision, or maintenance of sports or recreational equipment or products or safety equipment used incidental to or required by the sport or recreational activity.

I hereby acknowledge and understand no warranty, either express or implied during this hunting trip that I am participating in the arrangement of Blackfeet Outfitters, its employees, agents and associates, involves risks and danger which are inherent to hunting, including but not limited to hazards of traveling by motorized vehicle, carrying and being in the possession of firearms and ammunition, hazards of being exposed to the elements of nature; hazards of being in areas where hunters are likely to be present, hazards arising from accident, acts of God, illness and forces of nature. I hereby state I expressly assume all such dangers, risks, and hazards.

I further grant Blackfeet Outfitters use of photos or videos of myself and/or my hunt for promotional materials and/or written statements made by myself on behalf of Blackfeet Outfitters and its staff.

#### **AGREEMENT OF RELEASE AND INDEMNITY**

**I HEREBY FURTHER AGREE TO RELEASE, INDEMNIFY ("indemnify" meaning to defend, and to pay, or reimburse), AND HOLD HARMLESS, BLACKFEET OUTFITTERS and/or BLACKFEET TOURS**, it's owners, officers, agents, employees and contractors ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by myself, by a member of my family, a rescuer, co-participant, or any other person, arising in whole or part from my enrollment or participation in a Blackfeet Outfitters and/or Blackfeet Tours Activity, **WHETHER ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY OR OTHERWISE**, to the fullest extent permitted by law.

#### **MONTANA LAW SPECIFICALLY LIMITS LIABILITY TO OUTFITTERS FOR BACKCOUNTRY TRIPS AND OTHER RECREATIONAL ACTIVITY**

I also agree that I, not Blackfeet Outfitters, am legally responsible for all injury, death, or property damage that I may sustain during this trip with Blackfeet Outfitters resulting from the inherent risk associated with backcountry trips. By agreeing to participate in this backcountry trip and signing below, I acknowledge that I understand this law and am fully consenting to this Montana law. The exact law I am consenting to, and to which I agree states:

**Montana Code Section 27-1-753. Limitation on liability in sport or recreational opportunity.**

- (5) A person who participates in any sport or recreational opportunity assumes inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for all injury or death to the person and for all damage to the person's property that result from inherent risks in that sport or recreational opportunity.
- (6) A provider is not required to eliminate, alter, or control the inherent risks within the particular sport or recreational opportunity that is provided.
- (7)
- a. Sections 27-1-751 through 27-1-754 do not preclude an action based on the negligence of the provider if the injury, death, or damage is not the result of an inherent risk of the sport or recreational opportunity.
  - b. This section does not prohibit a written waiver or release entered into prior to engaging in a sport or recreational opportunity for damages or injuries resulting from conduct that constitutes ordinary negligence or for risks that are inherent in the sport or recreational opportunity.
  - c. Any waiver or release for a sport or recreational opportunity must: (i) state known inherent risks of the sport or recreational opportunity and (ii) contain the following statement in bold typeface: **By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.**
  - d. Any waiver or release for a sport or recreational opportunity may still be challenged on any legal grounds.
  - e. Any waiver or release for a sport or recreational opportunity executed in compliance with this section is not prohibited by or subject to the provisions of 28-2-702.
- (8) Sections 27-1-751 through 27-1-754 do not apply to a cause of action based on the design, manufacture, provision, or maintenance of sports or recreational equipment or products or safety equipment used incidental to or required by the sport or recreational activity.

I hereby acknowledge and understand no warranty, either express or implied during this hunting trip that I am participating in the arrangement of Blackfeet Outfitters, its employees, agents and associates, involves risks and danger which are inherent to hunting, including but not limited to hazards of traveling by motorized vehicle, carrying and being in the possession of firearms and ammunition, hazards of being exposed to the elements of nature; hazards of being in areas where hunters are likely to be present, hazards arising from accident, acts of God, illness and forces of nature. I hereby state I expressly assume all such dangers, risks, and hazards.

I further grant Blackfeet Outfitters use of photos or videos of myself and/or my hunt for promotional materials and/or written statements made by myself on behalf of Blackfeet Outfitters and its staff.

#### **GOVERNING LAW, CONFLICT RESOLUTION, VENUE, AND SEVERABILITY**

Any dispute between myself and Blackfeet Outfitters and/or Blackfeet Tours shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Montana, and any mediation or suit shall occur or be filed only in the State of Montana. If the parties to this agreement have a legal dispute which cannot be settled amicably by negotiation, the parties will attempt to

settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Montana courts as qualified persons for mediation assignments. To the extent mediation does not produce a resolution; the dispute will be submitted to binding arbitration through the American Arbitration Association in Montana. The parties consent to jurisdiction in Montana State and federal courts for any proceeding to enforce or interpret this agreement. The parties agree that the venue for any action or proceeding arising from or incident to this agreement shall be exclusively in Cascade County, Montana. I agree to pay all costs and attorneys' fees incurred by Blackfeet Outfitters and/or Blackfeet Tours in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that Blackfeet Outfitters and/or Blackfeet Tours is not responsible for the injury or loss. If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of this agreement nevertheless will be in full force and effect.

### **OTHER PROVISIONS**

**I HEREBY FURTHER AGREE AND CERTIFY** that I am fully capable of participating in Blackfeet Outfitters and/or Blackfeet Tours Activities. I have no past or current physical or psychological condition that might affect my participation in the Activity, other than as described on the medical form. I am able to participate without causing harm to myself, or to others. Any medical information given to a Blackfeet Outfitters and/or Blackfeet Tours is accurate and all pertinent medical conditions have been disclosed. I also agree to inform Blackfeet Outfitters and/or Blackfeet Tours of any undisclosed medical conditions that arise prior to the commencement of the Activity. Blackfeet Outfitters and/or Blackfeet Tours is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me. Any such third-party medical care provider as authorized to exchange pertinent medical information with Blackfeet Outfitters and/or Blackfeet Tours. Costs reasonably associated with medical services, including evacuation, shall be borne by me.

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

This agreement is entered into voluntarily and is binding upon the persons signing below, their heirs, executors, administrators, wards, and other family members, and minor children for whom they sign. The terms of this agreement may be varied only by a separate written instrument signed by the parties hereto.

**I HAVE READ THIS PAGE AND THE PREVIOUS PAGES OF THIS DOCUMENT AND UNDERSTAND AND AGREE TO ITS TERMS, INCLUDING THE ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AGREEMENT OF RELEASE AND INDEMNITY AND THE ADDITIONAL PROVISIONS, ABOVE.**

I,

signature

Today's Date: