

ASSUMPTION OF RISK, WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

The undersigned, in consideration for the right to participate in any activity at Lion's Roar Lodge in Yellowstone County, Montana (the "Property"), hereby agree as follows:

I understand and acknowledge that any activity on the Property involves certain risks to my personal safety and property or the safety and property of others including, without limitation:

- Risk of injury from any activity and any equipment utilized during such activity is significant including the potential for injury, permanent disability and/or death.
- Possible equipment failure and/or malfunction of my own or other's equipment.
- This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, sunburn, excessive cold, hypothermia, falling, encountering objects either natural or man-made, exposure to animals with the attendant risks of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing property damage, injury, permanent disability and/or death.
- My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails, and route location.
- Attack by or encounter with insects, birds and/or animals.
- Accidents or illness occurring in remote places where there are no readily available medical personal/facilities.
- Fatigue, chill, heat and/or dizziness, which may diminish my reaction time and increase the risk of accident.

I understand the description of these risks is not complete, and that unknown or unanticipated risks may result in property damage, injury, illness, permanent disability and/or death. I realize that liability may also arise from negligence or carelessness on the part of the Released Parties (as defined herein), breach of any statute or contract or representation or warranty, from dangerous or defective equipment or Property owned, maintained or controlled by them or because of their possible liability with or without fault. I hereby assume all of the risks of participating in activities on the Property.

I agree that it is solely my responsibility to insure that my health is adequate, that my capabilities are sufficient to participate in any activity on the Property, and I have not been advised by a qualified medical person that I cannot participate.

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns:

- Waive, release and discharge Patriot Farms, DLR 406, LLC, their partners, owners, officers, directors, managers, employees, volunteers, representatives and agents (collective, the “Released Parties”) from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me;
- Agree not to make a claim or otherwise sue the Released Parties for any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me; and
- Indemnify and hold harmless the Released Parties from any all liabilities or claims made by other individuals or entities as a result of my or any actions during my activities on the Property.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during my activities, with the understanding that every effort will be made to contact the emergency contact person set forth on this form. In such event, I shall be solely responsible for all medical expenses associated with the medical care.

By entering into this Assumption of Risk, Waiver of Claims, Release of Liability and Indemnity Agreement (this “Agreement”), I am not relying on any oral or written representation or statements made by the Released Parties, other than what is set forth in this Agreement. This Agreement shall be construed broadly to provide an assumption of risk, release, waiver and indemnity to the maximum extent permissible by law.

I HAVE READ THIS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Dated this _____ day of _____, 20__

Printed Name: _____ Signature: _____

Address: _____ Phone: _____

Emergency Contact Name: _____ Phone: _____

PARENT OR GUARDIANS FOR MINORS (under 18 years of age)

The undersigned parent and/or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the Released Parties from all liability, loss, cost, claim or damage whatsoever which may be imposed upon such parties because of any defect in or lack of such capacity to so act and release the Released Parties on behalf of the minor and the parents or legal guardian. I understand that the foregoing Assumption of Risk, Waiver of Claims, Release

of Liability and Indemnity Agreement shall apply to my child. I hereby give permission for my child to participate in activities on the Property.

Printed Child's Name _____

Printed Name of Parent or Guardian of Minor: _____

Birth date of Child _____

Address if different than above _____

Signature of Parent or Legal Guardian of Minor: _____

Date: _____