

YELLOWSTONE MOUNTAIN CLUB SUMMER ACTIVITIES
RELEASE OF LIABILITY/AGREEMENT NOT TO SUE
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY

I, _____, AM AWARE THAT SUMMER OUTDOOR ACTIVITIES INVOLVE CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY OR DEATH. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGERS INVOLVED, AND HEREBY AGREE TO ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL RISKS INVOLVED. ACTIVITIES MAY INCLUDE, BUT ARE NOT LIMITED TO: HIKING, ROCK CLIMBING, NATURE WALKS, MOUNTAIN BIKING, ROPES COURSE, ZIP LINES, SWIMMING POOLS, PAINTBALL, HORSEBACK RIDING, GOLFING, GUIDED FISHING, AND INDOOR/OUTDOOR ACTIVITIES.

I understand that the risks and dangers associated with the activities include, but are not limited to, risks associated with the use of the equipment, the condition of the facilities or the land, and the actions of any of the individuals involved, including acts of negligence.

I agree that I possess the necessary skills and fitness to participate in any of these activities and voluntarily participate and solely choose which activities in which to partake.

I understand and agree that any equipment that I use while participating in these activities are used at my own risk and choice and it is expressly understood and agreed that YELLOWSTONE MOUNTAIN CLUB, and their owners, employees, agents, and officers will not be liable for any loss, damage or injury resulting from the use of or failure to use any such equipment.

In consideration for being permitted to participate in the Summer Outdoor Activities, I agree to **RELEASE, INDEMNIFY, DEFEND and HOLD HARMLESS YELLOWSTONE MOUNTAIN CLUB**, its owners, employees, agents, contractors, volunteers, and officers (Released Parties) from any and all claims, losses, damages, costs and attorneys fees, I might bring as a result of physical injury (including death), emotional injury or property damage sustained in connection with my use of YELLOWSTONE MOUNTAIN CLUB'S premises, facilities and equipment or which may in any way arise out of my participation in the Summer Outdoor Activities. I understand that the Released Parties are not responsible for the consequences of their own actions including negligence, that is, their failure to use reasonable care in any way. I agree not to bring a claim against or sue the Released Parties in connection with any matter relating arising out of my participation in the Summer Outdoor Activities. This **RELEASE** shall also be binding upon my family members, heirs, executors, administrators, guardians, legal representatives or assigns.

If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minor's participation in these activities and agree to the terms of this **RELEASE** on behalf of the minor. I also agree to **HOLD HARMLESS and INDEMNIFY YELLOWSTONE MOUNTAIN CLUB** for any claim brought by or on behalf of the minor.

If any portion of this release is held invalid, I agree that the balance of the **RELEASE** shall remain in full legal force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACT BETWEEN ME AND THE ENTITIES NAMED WITHIN THIS RELEASE, AND I SIGN IT OF MY OWN FREE WILL.

Signature (Parent/Guardian Signature if Signing For a Minor) Date

Minor Name and Date of Birth (*printed*)

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