**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE The Bitterroot Valley Military Program, American Legion Corvallis Post 91, Corvallis School District AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST The Bitterroot Valley Military Program, American Legion Corvallis Post 91, Corvallis School District FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I** **FURTHER** **ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Bitterroot Valley Military Program, American Legion Corvallis Post 91, Corvallis School District official or agent, regarding my approval to participate in the Activity.

***WAIVER*** ***AND*** ***RELEASE*** ***OF*** ***LIABILITY***

**IN** **CONSIDERATION** **OF** the risk of injury that exists while participating in THE BITTERROOT VALLEY MILITARY

PROGRAM (hereinafter the "Activity"); and

**IN** **CONSIDERATION** **OF** my desire to participate in said Activity and being given the right to participate in same;

**I** **HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively,

"Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age),

knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or

causes of action of any kind arising out of my participation in the Activity; and

**I** **HEREBY** release and forever discharge THE BITTERROOT VALLEY MILITARY PROGRAM, AMERICAN LEGION

CORVALLIS POST 91, CORVALLIS SCHOOL DISTRICT, located at 1151 Eastside Hwy, Corvallis, Montana 59828, their

affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and

assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my

participation in the aforementioned Activity.

**I** **AM** **VOLUNTARILY** **PARTICIPATING** **IN** **THE** **AFOREMENTIONED** **ACTIVITY** **AND** **I** **AM** **PARTICIPATING** **IN** **THE**

**ACTIVITY** **ENTIRELY** **AT** **MY** **OWN** **RISK.** **I** **AM** **AWARE** **OF** **THE** **RISKS** **ASSOCIATED** **WITH** **PARTICIPATING** **IN** **THIS**

**ACTIVITY,** **WHICH** **MAY** **INCLUDE,** **BUT** **ARE** **NOT** **LIMITED** **TO:** **PHYSICAL** **OR** **PSYCHOLOGICAL** **INJURY,** **PAIN,**

**SUFFERING,** **ILLNESS,** **DISFIGUREMENT,** **TEMPORARY** **OR** **PERMANENT** **DISABILITY** **(INCLUDING** **PARALYSIS),**

**ECONOMIC** **OR** **EMOTIONAL** **LOSS,** **AND** **DEATH.** **I** **UNDERSTAND** **THAT** **THESE** **INJURIES** **OR** **OUTCOMES** **MAY**

**ARISE** **FROM** **MY** **OWN** **OR** **OTHERS'** **NEGLIGENCE,** **CONDITIONS** **RELATED** **TO** **TRAVEL** **TO** **AND** **FROM** **THE**

**ACTIVITY,** **ORFROM** **CONDITIONS** **AT** **THE** **ACTIVITY** **LOCATION(S).** **NONETHELESS,** **I** **ASSUME** **ALL** **RELATED**

**RISKS,** **BOTH** **KNOWN** **AND** **UNKNOWN** **TO** **ME,** **OF** **MY** **PARTICIPATION** **IN** **THIS** **ACTIVITY.**

**I** **FURTHER** **ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or

entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or

treatment, I authorize The Bitterroot Valley Military Program, American Legion Corvallis Post 91, Corvallis School District to

provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs,

emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs

involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and

understand that I should carry my own health insurance.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such

negligence on the part of The Bitterroot Valley Military Program, American Legion Corvallis Post 91, Corvallis School District,

its agents, and employees.

I agree that this Release shall be governed for all purposes by Montana law, without regard to any conflict of law principles.

This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions,

neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of

neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION

**Date:**

**Signature:**

**Relationship** **to** **Minor:**

**Parent** **/** **Guardian** **Name:**

**I** **HEREBY** **CERTIFY** that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, named above, and do hereby

give my consent without reservation to the foregoing on behalf of this individual.

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or

guardian, as follows:

PARENT / GUARDIAN WAIVER FOR MINORS

**Participant's** **Address:**

IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

**THIS** **AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement

between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and The Bitterroot Valley

Military Program, American Legion Corvallis Post 91, Corvallis School District agree that this agreement is clear and

unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this

agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any

term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the

remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to

be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall

be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact** **Contact Relationship** **Contact Telephone**