General Release of Liability

(One participant per waiver)

In consideration of being allowed to participate in activities at BearGulch Pictographs (BGP), including but not limited to touring cave paintings, hiking in surrounding areas, and related recreational opportunities, the undersigned Participant (or guardian on behalf of a minor) agrees as follows:

Participant Information

Name: _____

If Minor, minor's name: _____ Age: _____

Address: _____

City: _____

State: _____

Phone Number: _____

The above will be referred to herein as "Participant." "BGP" means BearGulch Pictographs, located in Forest Grove, Montana, and includes any and all of its owners, operators, employees, volunteers, sponsors, organizers, heirs, assigns, and any affiliated corporations, partnerships, or business entities.

1. **Acknowledgment and Assumption of Risks.** Participant acknowledges and represents that they understand the type and extent of physical activity involved in BGP activities, which occur in a remote, off-grid location without access to utilities, emergency services, or immediate medical aid. Participant further acknowledges that these activities may expose them to inherent risks, whether known or unknown, and expressly assumes all such risks. Known **inherent risks** of these activities include, but are not limited to:
    - Uneven, rocky, or slippery terrain leading to slips, trips, falls, or sprains.
    - Encounters with wildlife, such as bears, snakes, insects, or other animals.
    - Sudden weather changes, including extreme heat, cold, rain, wind, or storms, with no on-site shelter or heating/cooling.
    - Physical exertion from hiking or walking on trails, potentially causing fatigue, dehydration, or strain.
    - Remote location hazards, such as limited cell service, delayed rescue, or navigation challenges.
    - Other natural environmental risks, like falling rocks, poisonous plants, or river/stream crossings.
    - Exposure to infectious diseases, including those transmitted in outdoor or shared spaces. (COVID/etc.)

    Participant initials: _____ (indicating review of risks)

2. **Warranty of Physical and Mental Condition.** Participant warrants and represents to BGP that they are in sound physical and mental condition to participate in these activities. Participant is not under the care of a physician for any condition that may impair their ability to participate. Participant further represents their true level of ability and fitness for these activities. If signing as a guardian for a minor, I represent that I have legal authority to bind the minor and that the minor meets these conditions.

    Participant/Guardian initials: _____

3. **Release of Liability.** Participant, on behalf of themselves, their heirs, assigns, executors, and administrators, hereby fully releases and discharges BGP from all claims, causes of action, damages, or liabilities arising from ordinary negligence or inherent risks in the activities. This includes any personal injury, property damage, death, or other losses sustained as a result of Participant's involvement, whether direct or indirect, and whether known or unknown, foreseen or unforeseen. This release does not apply to claims arising from gross negligence, willful or wanton misconduct, or violations of Montana law.

    Participant/Guardian initials: _____

4. **Covenant Not to Sue and Indemnification.** Participant covenants not to sue BGP for any claims released above. Additionally, Participant agrees to indemnify, defend, and hold harmless BGP from any claims, losses, damages, expenses (including attorney fees), or liabilities arising from Participant's actions or participation, including third-party claims.

    Participant/Guardian initials: _____

5. **Acknowledgment of Understanding.** Participant represents and warrants that they have completely read and understood the terms of this agreement and its consequences prior to signing. Participant has not relied on any inducements, promises, or representations made by BGP or its representatives. Participant executes this agreement voluntarily.

    Participant/Guardian initials: _____

READ THE ABOVE CAREFULLY BEFORE SIGNING

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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. If any provision is held invalid, the remainder shall remain in effect.

I have read this release, assumption of risk, and indemnification agreement, understand its terms and legal significance, and have executed it voluntarily.

Date: _____

Participant/Guardian Signature: _____

(If guardian, print relationship to minor: _____)