

**Montana Premiere Entertainment Co.**

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Montana Premiere Entertainment, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MPE"), I hereby agree to release, indemnify, and discharge MPE, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that participation in inflatable devices, bungee quad, zorb ball, dancing, dunk tank & gyroscopes, stunt jumping, climbing wall and mechanical meltdown activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; colliding with others which could cause strains, sprains, broken bones and head injuries; falls from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening injuries; the use of ropes, harnesses, and other equipment; being struck by other objects dislodged or thrown from above; loose and/or damaged artificial holds; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay and or belayer failure; climbing out of control or beyond one's personal limits; cuts, abrasions, and bruises; heat exhaustion, heat stroke, and cardiac related events or illness; falling off of or being thrown from the inflatable which could result in musculoskeletal injuries including head, neck, and back injuries; equipment failure or operator error; consumption of food or drink; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidental drowning; transmissible pathogen or disease; the negligence of other participants, or other persons who may be present; my own physical condition, and the physical exertion associated with this activity.

Furthermore, MPE personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MPE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MPE's equipment or facilities, including any such claims which allege negligent acts or omissions of MPE.

Should MPE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against MPE, I agree to do so solely in the state of Montana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

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. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

#### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18) In consideration of (See minor(s) names listed below) ("Minor") being permitted by MPE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MPE from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ Province / State \_\_\_\_\_ Postcode \_\_\_\_\_

Phone Number \_\_\_\_\_ Email: \_\_\_\_\_

Your signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print minor's name: First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Print minor's name: First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Print minor's name: First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Print minor's name: First Name \_\_\_\_\_ Last Name \_\_\_\_\_