

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Glacier Raft Company, Glacier Outdoor Center, Glacier Anglers, Viad Corp, Pursuit Collection, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "GRC"), I hereby agree to release, indemnify, and discharge GRC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in guided river rafting trips including float trips with fishing and multi day camping and activities with rafts and inflatable kayaking 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:** slipping & falling; accidental drowning; whitewater rapids will be encountered; collision with fixed or moveable objects or other watercraft; being jolted, jarred, bounce, and shaken about during rides; contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft; "washed" overboard resulting in having to swim rapids risking collision with rocks and entanglement in trees; damage to equipment or personal injury; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia, heat exhaustion, dehydration; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; improper lifting or carrying; transmissible pathogen or disease; travel in remote areas with poor or no access to emergency and/or medical services; my own physical condition, the physical exertion associated with this activity, misjudgment or omissions by GRC employees.
2. 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. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GRC 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 GRC's equipment or facilities, **including any such claims which allege negligent acts or omissions of GRC.**
4. Should GRC 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.
5. 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.
6. In the event that I file a lawsuit against GRC, 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.
7. **PHOTO RELEASE:** As part of my participation in the activity, I hereby grant to GRC, its subsidiaries, affiliates, agents, successors and assigns, a royalty-free license, in perpetuity throughout the world and in all media, now or hereafter known, to use (in any lawful manner GRC deems appropriate, and without limitation) my image, name, voice and likeness for and in advertising and publicity in any still photographs, film or videos. This grant shall also include the right to alter or change, from time to time, all such negatives, prints, images, film/video footage, whether made through any media process for art, advertising, trade promotion, literary works, retail products or any other purpose whatsoever. I hereby waive any right to inspect and approve the finished materials produced hereunder, their use or such copy as may be used in connection therewith. I understand I shall have no right of approval, no claim (including, without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any use, blurring, alteration, distortion or illusionary effect or use in composite form of my picture, name, testimonial, voice, or likeness in the finished materials produced hereunder for unlimited usage.

By signing below you acknowledge that you have had sufficient opportunity to read and understand this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____
Address _____ City _____
State _____ Zip _____ Email _____
Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the following minor(s) being permitted by GRC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless GRC from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Minor Name: _____ Age: _____

Minor Name: _____ Age: _____

Minor Name: _____ Age: _____

Minor Name: _____ Age: _____

Parent or Guardian: _____ Print Name: _____ Date: _____