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# GLACIER HIGHLINE LLC

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## **Acknowledgement of Risk and Release of Liability**

I, the undersigned (and/or the required parent/guardian of a minor), as part of the consideration for myself/my child/ward's being permitted to use the aerial adventure park facilities and participate in the activities offered thereon by Glacier Highline LLC ("Glacier Highline"), do hereby expressly acknowledge, accept, and agree to the following:

**Risky Activities:** I acknowledge that the activities at Glacier Highline include moving over and along cables, platforms, bridges, stairs, cargo nets, and other challenge course elements and devices, at heights of 10 feet and above, as well as climbing walls and free drops into deep water pools and the hazards associated with deep water, swimming and associated activities. These and other onsite activities pose inherent risks, including trips and falls; sudden drops; collisions with other participants and/or structures; the carelessness, including negligence, of other participants and Glacier Highline staff (including supervision/fitting/and securing of equipment/gear); failure of equipment and structural aspects of the aerial park or challenge course elements and other facilities. I understand that engaging in the activities at Glacier Highline poses a risk of serious physical injury, drowning, emotional stress, and/or death.

**Voluntary Participation/Assumption of Risks:** I hereby fully accept the risks involved in participating in the activities and use of Glacier Highline's facilities, whether or not described above, and voluntarily choose to participate (or allow my child or ward to participate). I acknowledge participation in the activities is entirely voluntary, and that any participant may stop at any time for any reason. I understand that each participant is responsible for making decisions (whether or not specifically asked/instructed) on their level of capabilities and comfort performing the activities. I accept that Glacier Highline has not evaluated my (or my child's or ward's) physical or mental fitness/health and is under no obligation to make any such evaluation, as it is my responsibility to do so. I agree to follow and adhere all instructions and rules, whether posted or oral. I acknowledge that following instructions and rules does not eliminate the amount or severity of the risks/hazards of engaging in the activities.

**Release of Liability/Indemnification:** I, on behalf of myself (and my child or ward to the fullest extent of the law), hereby forever release, discharge, and waive all claims, suits, or other demands for damages against Glacier Highline, its employees, managers, officers, contractors/agents, and owners of Glacier Highline's premises, arising from or related to my (or my child or ward's) participation in the activities, presence on the premises or use of its facilities, including as may be caused by their ordinary (but not gross) negligence, or the risks inherent to the activities, to the maximum extent permitted by Montana law.

**Good Health/Medical Care:** I affirm that my (my child/ward's) health is good and that I am not aware of any condition that could bear upon my (or my child/ward's) physical or mental fitness/health to participate in the activities. I authorize Glacier Highline to administer first aid, transport, or arrange for the transport, of me (or my child/ward) to the

nearest adequate medical facility, at my sole expense. I agree that upon any first aid treatment or my transport to any medical facility the responsibility of Glacier Highline shall be totally fulfilled. The above release and indemnification covers the provision of first aid, medical care/transportation, or arrangement therefor, to a medical facility by the "Released Party".

**Publicity Release:** I consent to the use of my(my child/ward's) image, likeness, and voice as captured in still photographs, and/or audiovisual recordings made solely for promotional purposes by Glacier Highline.

**By signing this document you may be waiving your legal right to a jury trial to hold Glacier Highline or any of it's partners or staff members legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any inquires 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.**

**This waiver/agreement is acknowledged, accepted, and agreed upon on this Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.**

X \_\_\_\_\_

**(Participant signature)**

**(Participant's Printed Name)**

email address: \_\_\_\_\_

**(OPTIONAL-PROVIDE IF YOU'D LIKE A RECEIPT)**

As the parent/guardian of the above signed minor, I hereby acknowledge and accept all of the above and waive all such claims on behalf of myself/my child/ward to the fullest extent permitted by law.

X \_\_\_\_\_

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**(Parent/Guardian Signature)**  
**Name)**

**(Parent/Guardian's Printed**

Emergency Contact Information: **(OPTIONAL)** (unless deemed necessary by Glacier Highline Staff for certain guest/participant's situations)

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Immediate Contact #: \_\_\_\_\_

