

# Epic Outdoor Adventures Liability Waiver and Agreement

I UNDERSTAND THAT BY SIGNING THIS FORM I AM WAIVING VALUABLE LEGAL RIGHTS. I ALSO UNDERSTAND THAT BY SIGNING I AGREE TO ABIDE BY ALL APPLICABLE RULES AND REGULATIONS AS THEY APPLY TO THE STATE OF MONTANA.

\_\_\_\_\_ I understand that Epic Outdoor Adventures (“**Company**”) reserves the right to refuse service to myself and any of the minors for whom I am responsible (“**Undersigned**”) for any reason including but not limited to being under the influence of drugs or alcohol, reckless or disrespectful behavior, not following instructions of the Company’s tour guide or any employee of the Company, or the rules outlined in the safety briefing. If any of the Undersigned is refused service, the Undersigned agrees not to write any negative online reviews or disparage the company in any form.

\_\_\_\_\_ I agree that the Undersigned will be always respectful and attentive to the tour guide’s instructions and directions.

\_\_\_\_\_ I agree that the Company may post pictures of the Undersigned on its website and use the Undersigned’s likeness in its commercial publications and materials without compensation.

\_\_\_\_\_ I certify that the Undersigned have sufficient skill and fitness to participate in the activities the Company offers. I further certify that the Undersigned does not have any medical, mental, or physical conditions which could interfere with the Undersigned’s safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition.

\_\_\_\_\_ I certify that I have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs the Undersigned may cause or suffer while participating, or else I agree to bear the costs of such injury, damage or emergency transportation costs.

\_\_\_\_\_ I understand that tours are conducted rain or shine! While the Company shall do everything reasonably possible to provide your trail tour itinerary and details as planned, I understand that the Company reserves the right to alter itineraries or transport. In the unlikely event that the Company is required to significantly alter the trail tour, the Company will notify you and offer an alternative tour, if available.

\_\_\_\_\_ I am aware that the nature of travel involves risks and unpredictable weather and trail conditions, thus the Company cannot guarantee any departure or arrival times at any point of a trail tour itinerary. I understand that the length of each tour stated is approximate and may vary.

\_\_\_\_\_ I understand that the Company will only cancel trail tours due to unforeseeable circumstances which are beyond its control. I agree that the performance of such obligation shall be excused, and the Company shall not be liable for any expenditure, liability, or loss incurred by me and the Company reserves the right to substitute an alternative tour. (If the Company cancels the trail tour for any other reason, you shall be entitled to a refund of all fees paid to the Company.)

\_\_\_\_\_ I agree that I am responsible for ensuring that the Undersigned is at the correct departure point at the correct time and the Company cannot accept any responsibility nor any costs or expenses incurred as a result of the failure to do so (which will be treated as a cancellation by you). No monies will be refunded for any missed departures or unused services. **YOU ARE REQUIRED to be at your tour for check-in 20 minutes before your tour departure time.** Vehicle orientation begins at the scheduled start time.

\_\_\_\_\_ I accept full responsibility for the equipment rented and I agree to pay a security deposit of \$2,500.00 for any damage to the vehicle if not returned in the same condition. This includes but is not limited to rolling a machine over, tipping a machine on its side, rear-ending another machine, hitting any type of object, or improper use that causes engine or transmission damage. I further agree that if I am responsible for any damage to the equipment that places it out of service before the next tour I will be charged an additional \$2,500 fee to cover such damage.

\_\_\_\_\_ I understand that all participants are required to sign this participant agreement and Release and Waiver of Liability below. If the participant is a minor, the minor must be accompanied by a parent or guardian who has signed this agreement on their behalf. **All drivers MUST provide a valid driver’s license at check-in. Drivers must be at least 18 years of age.**

\_\_\_\_\_ The Company will have helmets and goggles available to all participants who wish to use them. **All participants under the age of 18 are required to wear a helmet.** The Company highly recommends wearing long sleeves and long pants. Dust, dirt, debris, insects, and other objects can come into the machines at any time.

\_\_\_\_\_ I understand that while it is always possible to see the wildlife while out on a tour, it is not a guarantee. Wildlife are on their own schedules—not on ours. If we do encounter wildlife and can stop at a safe distance to observe, we will do so.

\_\_\_\_\_ I understand that a booking is not confirmed until paid in full. Bookings can be made via our website, or by contacting us by email at [epicoutdooradventuresmt@gmail.com](mailto:epicoutdooradventuresmt@gmail.com) or by phone (406)-880-6815. I understand that when I sign this agreement and the booking is paid in full, I am entering into a binding contract between myself and the Company.

\_\_\_\_\_ I understand that **ABSOLUTELY NO REFUNDS** will be provided after booking unless provided for under this agreement. The Company cannot be held responsible if any tour in which I become interested is fully booked or otherwise unavailable before the Company receives full payment. I understand that in booking this reservation I have reserved the Undersigned spot on the tour and that others have been refused this spot as a result of my reservation. I agree that if I cancel or do not show up for the tour for any reason, I will forfeit all monies paid.

## Release and Waiver of Liability

The individual/s named below (referred to as “I”, “me”, or “Undersigned”) desires to participate in an adventure tour utilizing off-road vehicles (“Activity”) provided by Epic Outdoor Adventures, Inc, a Montana Corporation located in Missoula County (“Company”). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company’s reliance, I agree to all the terms and conditions set forth below (“Release”).

### Known Inherent Risks of the Activity

I fully understand and acknowledge that: (a) risks and dangers exist in my use of motorized off-road vehicles and my participation in motorized off-road vehicle activities whether on or off-road; (b) my participation in such activities or use of such equipment may result in my injury, including but not limited to bodily injury, fractures, partial or total paralysis, eye injury, blindness, death, or other injuries that could result in disability; (c) these risks and dangers may be caused by my own negligence, by the negligence of the owners, employees, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities or use of equipment.

### Release of Liability

I expressly waive and release any and all claims, now known or known, against the Company, and its officers, directors, managers, employees, agents, successors, and assigns (collectively, “Releasees”), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This Release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Montana Law law does not permit to be released by agreement.

### Assumption of Risk

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

### Medical Treatment

I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation or evacuation. I release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me concerning the subject matter contained within this Release and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed under the internal laws of the State of Montana without giving effect to any choice or conflict of law provision or rule (whether of the State of Montana or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Missoula County, Montana and I consent to the exclusive jurisdiction of such courts.

**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.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I consent and agree to the terms and conditions of this Release.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_