



P.O. Box 1406  
 Ennis, MT 59729  
 Shop (406) 682-5150  
 flyshop@montanatrout.com

Name (s) (Print) \_\_\_\_\_ DOB \_\_\_\_\_  
 \_\_\_\_\_ DOB \_\_\_\_\_  
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Address \_\_\_\_\_  
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Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_ Insurance Carrier \_\_\_\_\_

**RAFT, KAYAK AND SUP BOARD LIABILITY RELEASE. PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**

I acknowledge that use of a raft, kayak and SUP board (also referred to as “THE Activity”) is hazardous and involves a great risk of physical injury or death. I assume all risks associated with the Activity including, but not limited to, varying water conditions, obstacles, other canoes, kayaks, and boats, other kayakers and water users, natural and manmade objects, varying weather conditions, as well as varying depth and currents. I acknowledge that use of a canoe or kayak may involve serious personal injury or even death. I hereby recognize and assume those risks. \_\_\_\_\_X

**ACKNOWLEDGMENT AND ACCEPTANCE OF RISK**

I understand and acknowledge that the activity in which I am about to voluntarily engage as a participant and/or volunteer bears certain known and unanticipated inherent risks that contribute to the unique character of this activity and may be hazardous to participants regardless of all feasible safety measures taken by the provider. These include, but are not limited to, drowning, sudden weather changes, rain, snow, wind, hail, lightning, my physical condition and physical exertion for which I am not prepared, hypothermia, hyperthermia, high altitude sickness, dehydration, heat stroke, motion sickness, snake bite, bees and other insects, wild and domestic animals, distance and inaccessibility to immediate medical attention, travel over rough terrain, falling rocks, turbulent and dangerous river conditions, falling from or in the watercraft, equipment malfunction, improper equipment handling, or latent or apparent defects in the equipment, and my or another participant’s acts or omissions which could result in injury, death, illness or disease, physical or mental, or damage to myself or to my property. I, being aware that this activity entails risks or injuries to myself and a risk or injury to third parties as a result of my actions, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to myself or to my property arising from participation in this activity. I also agree to pay for any damages caused to others, including pain and suffering, social, economic, and general damages, all of which may not now be known to me and which may not be readily foreseeable at this time, together with attorneys’ fees and costs, if they are injured or otherwise damaged due to any negligent actions on my part. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the known and unanticipated risks. \_\_\_\_\_X

I certify that I have sufficient skill and fitness to participate in these activities and state that I have no medical, mental, or physical condition that would adversely interfere with my ability to participate in these activities. I further certify that I have adequate insurance to cover any injuries, costs, or damages I may cause or suffer while participating in these activities.

In consideration of the demo or rental of a canoe or kayak from Montana Trout Stalkers, Inc. dba Trout Stalkers Fly Shop (“the Shop”), I agree to release, indemnify and hold harmless the Shop, its subsidiaries, and affiliates, their respective agents, directors, officers, owners, contractors, and employees (collectively “the Released Parties”) from any and all claims I might have as a result of the Activity, including those claims based on negligence or breach of warranty. Additionally, I agree to indemnify the Released Parties

for any and all claims whatsoever brought by a third party for any damage which I may cause or which any other person may cause while engaged in the Activity. \_\_\_\_\_X

I agree to abide by the following Trout Stalkers' rental rules:

- All participants will wear their life jackets at all time while on the water
- Maximum of 4 people allowed in the Raft
- No floating of rental boats permitted in the Bear Trap Canyon
- No floating of rental boats from Reynold's Pass to Pine Butte without prior approval
- No one under 18 can be the primary renter
- Primary renter(s) must have prior paddling/rowing experience on lakes and rivers
- Renters are not permitted to travel to other drainages for floating without prior approval

I agree to return all equipment in the same condition as I received it, normal wear and tear accepted. I understand and agree that I am responsible for the canoe, or kayak and any protective equipment provided. Additionally the customer will pay for the loss of or excessive damage to, the rental equipment incurred while they use it. \_\_\_\_\_X

I acknowledge that the Shop has advised me the use of a protective life jacket is mandatory. \_\_\_\_\_X

If I am signing this liability release on behalf of a minor, less than 18 years of age ("the child"), I represent that I am the parent and/or legal guardian of the child; I agree to indemnify the Released Parties for any and all claims brought by the child; and I agree to indemnify the Released Parties for any and all claims brought by the third party arising in connection with the child, including but not limited to, successors, assigns, heirs, and representatives.

In exchange for the Shop allowing me to rent or demo the aforementioned equipment, I **contractually agree** that any and **all disputes** between myself and the Shop arising from my use of this equipment OR my participation in the Activity, INCLUDING any claims for personal injury and/or death will be GOVERNED BY THE LAWS OF THE STATE OF MONTANA and EXCLUSIVE JURISDICTION thereof will be in the state court residing in the county where the alleged tort occurred or federal court of the state of MONTANA. \_\_\_\_\_x

I agree that if any portion of this release is found invalid or unenforceable, the remaining provisions will be fully enforceable to the fullest extent allowed by law.

I also waive any claim I might have for breach of contract or warranty for statements or representations made by the Shop outside of this Release.

This agreement is binding on my estate, heirs, administrators and assigns.  
I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF its SIGNIFICANCE.

\_\_\_\_\_  
Sign Here Date

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Sign Here Date

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Sign Here Date

\_\_\_\_\_  
Sign Here Date

Received By: \_\_\_\_\_ Date: \_\_\_\_\_