

***BACKCOUNTRY FOCUS INC. AND DOWNING MOUNTAIN LODGE***  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP  
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR  
TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**  
***PLEASE READ CAREFULLY and return signed papers!***  
**TRIP LEADER NAME:**

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**Name**  
Last First  
**Address** Street  
City Prov/State Postal/Zip  
**Email Address**  
**Telephone** Home Work  
**Date of Birth** **Age**

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**Name**  
Last First  
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**Email Address**  
**Telephone** Home Work  
**Date of Birth** Age

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**Name**  
Last First  
**Address** Street  
City Prov/State Postal/Zip  
**Email Address**  
**Telephone** Home Work  
**Date of Birth** Age

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**Name**  
Last First Middle Initial(s)  
**Address** Street  
City Prov/State Postal/Zip  
**Email Address**  
**Telephone** Home Work  
**Date of Birth** Age

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**Name**  
Last First Middle Initial(s)  
**Address** Street  
City Prov/State Postal/Zip  
**Email Address**  
**Telephone** Home Work  
**Date of Birth** Age

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**TO: BACKCOUNTRY FOCUS INC., carrying on business as DOWNING MOUNTAIN LODGE** and ITS directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**")

**DEFINITION**

In this Agreement, the term "**wilderness activities**" shall include but is not limited to: alpine skiing, nordic skiing, telemark skiing, snowboarding, hiking, touring, mountaineering, rock climbing, ice climbing, expeditions, trekking, glacier travel, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, and all travel by or movement around snowcats, snowmobiles or other vehicles such as helicopters, other aircraft,

## **ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER**

I as an above signee am aware that participation in wilderness activities, involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe or whether an avalanche may occur. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions;

effects of high altitude including pulmonary edema and cerebral edema; equipment failure; encounters with domestic and wild animals; impact or collision with other persons; becoming lost or separated from one's party or guide; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication in the alpine terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

### **NOTICE TO SNOWBOARDERS AND TELEMARCK SKIERS - INCREASED RISK**

Unlike alpine ski boot/binding systems, snowboard, and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche.

### **NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

### **NOTICE TO SELF-GUIDED PARTIES**

1. All wilderness activities at Downing Mountain Lodge will be entirely self-guided. Professional guiding services will not be provided by the Releasees.
2. By not using the services of a professional mountain guide, the risks, dangers and hazards of wilderness activities may be increased.
3. Self-guided parties must have experience in backcountry alpine travel in mountainous, avalanche-prone terrain. It is the self-guided party's responsibility to learn about the nature and degree of challenge of the terrain surrounding Downing Mountain Lodge and ensure that all members of the self-guided party are capable of backcountry travel in such terrain.
4. Self-guided parties must be completely self-sufficient and be capable and experienced in alpine route finding, snow stability evaluation, avalanche rescue, and wilderness first aid.
5. Self-guided parties are responsible for conducting their own avalanche transceiver practice sessions and ensuring that all members of the party are capable and experienced in avalanche rescue.
6. All parties must have the following appropriate equipment and be experienced in its use:
  - Avalanche transceivers • Topographical maps
  - Avalanche shovels • First aid equipment
  - Avalanche probes • Emergency communication equipment
7. Emergency communication equipment ie. Cell phones must be provided by the party members.
- 8 Downing Mountain Lodge may provide a Lodge Attendant to assist in the running and maintenance of the Lodge and in preparing meals. The Lodge Attendant is not permitted to provide self-guided parties with guiding services or advice. By invitation of the self-guided party, the Lodge Attendant may join the party for backcountry travel; however in no such case will the Lodge Attendant serve in the role of guide to the self-guided party.
9. Self-guided parties must leave a daily trip plan at the Lodge before departing each morning.

10. Self-guided parties are responsible for maintaining a call-in schedule as previously arranged with Downing Mountain Lodge

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in wilderness activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES REFERRED TO ABOVE;**
  2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness activities;
  3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
  4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Montana.
  5. Any litigation involving the parties to this Agreement shall be brought solely within the State of Montana and shall be within the exclusive jurisdiction of the Courts of the State of Montana
- In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of wilderness activities, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Name _____	Signature _____
Name _____	Signature _____
Name _____	Signature _____
Name _____	Signature _____
Name _____	Signature _____
Name _____	Signature _____
Name _____	Signature _____
Name _____	Signature _____

Signature of Parent or Guardian if guest is under age 19

**EMERGENCY CONTACT PERSON:**

- NAME:**
- PHONE NUMBERS:**
- EMAIL:**
- ADDRESS:**
- RELATIONSHIP:**

**THESE FOUR SHEETS MUST BE COMPLETED, SIGNED, AND RETURNED TO BACKCOUNTRY FOCUS INC. C/O JOHN LEHRMAN, 536 BLODGETT CAMP RD. HAMILTON, MT 59840. BEFORE ANY SERVICES ARE PROVIDED.**