

**GLACIER PARK ADVENTURE COMPANY, INC.**  
**PARTICIPANT AGREEMENT INCLUDING**  
**EXPRESS ASSUMPTION OF RISKS,**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS,**  
**AND INDEMNITY AGREEMENT**

[\*\* PLEASE READ CAREFULLY- BY SIGNING THIS AGREEMENT YOU WILL BE RELEASING GLACIER PARK ADVENTURE COMPANY, INC FROM ANY AND ALL LIABILITY AND WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. ]

- **Name of Participant:** \_\_\_\_\_ (First/Middle/Last)
- **Address:** \_\_\_\_\_;
- **Age:** \_\_\_\_\_ (If under the age of 18 full legal name of guardian \_\_\_\_\_)
- **Height** (in inches) \_\_\_\_\_;
- **Weight** (in pounds) \_\_\_\_\_;

I, the undersigned Participant, understand that Glacier Park Adventure Company, Inc. is permitting me to participate in a zipline touring trip on lands owned by the State of Montana, or under the control of the Montana Department of Transportation or elsewhere. The following waiver releases GPAC and the State of Montana of all claims and all liability. I assume all risks and agree not to sue. All terms of this agreement are entered into by me of my own free will, with and for the benefit of:

**Glacier Park Adventure Company, Inc.** (referred to herein as "GPAC")  
1810 11<sup>th</sup> Ave. W.  
Columbia Falls, MT 59912; and

**Montana Department of Transportation** (referred to herein as "State")  
Attn: Carla Haas-Real Estate Service Section  
PO BOX 201001,  
Helena, MT 59620

I, the undersigned Participant, do hereby affirm and acknowledge that I am fully informed and aware of the inherent hazards and risks associated with the recreational activity generally described as the GPAC Zipline. This includes the rental of equipment, transportation, and walking trails associated with the activity in which I am about to engage. Inherent hazards and risks include, but are not limited to:

1. Significant risk of injury from the activity and equipment utilized, including the potential for permanent disability and/or death;
2. Possible equipment failure and/or malfunction of my own, or others', equipment;
3. This activity takes place outdoors and therefore includes risks associated with exposure to the natural elements, excessive heat, hypothermia, impact of the body with non-impact resistant objects, encountering objects either natural or man-made, exposure to the natural flora and fauna with the attendant risk of causing injury and/or death;
4. My own negligence and/or the negligence of others including, but not limited to, operator error and guide decision making, including misjudging the equipment, my physical attributes and limitations, terrain, weather, trails or route location;
5. Attack by or encounter with the local flora and fauna;
6. Accidents or illness occurring in remote places where there are no available medical facilities;
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the aforementioned description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

I, the undersigned Participant, acknowledge that GPAC staff/personnel are available to more fully explain to me the various hazards and risks associated with ziplining at any time prior to my engaging in any such activities. In consideration of GPAC permitting me to use their equipment and take part in their zipline tour, I hereby agree and acknowledge:

1. \_\_\_\_\_ (***Participant's Initials***) I am prepared to, and do hereby, accept and freely assume all the risks and dangers of zipline touring and the possibility of personal injury, death, property damage or other loss. As a result, I agree that although GPAC and their personnel take precautions to reduce the risks and increase the safety of zipline touring, it is not possible for GPAC or their personnel to make zipline touring completely safe or to predict with complete assurance that I am qualified, competent or physically capable. I willingly accept these risks and agree to the terms of this Waiver, even if GPAC or any of their personnel are found in law to be negligent, in breach of a duty of care, or any other obligation to me in their conducting of the zipline touring trip.

