

Release of Liability

Read Carefully - This Affects Your Legal Rights

In exchange for participation in the **Stottland Splash Event** including maze, swimming, and other activities organized by Ear Mountain Ranch Co of 301 Pelzman Rd, Choteau, MT 59422 and/or use of the property, facilities, and services of Ear Mountain Ranch Co, I

_____ agree for myself and (if applicable) for the members of my family, to the following:

- **Agreement to Follow Directions:** I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by Event representatives or agents. I have read and initialed each rule _____
- **Assumption of the Risks and Release:** I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Ear Mountain Ranch Co for injury, loss, or damage arising out of my or my family's use of or presence upon the property, whether caused by the fault of myself, my family, Event representatives, or other third parties.
- **Indemnification:** I agree to indemnify and defend Ear Mountain Ranch Co against all claims, causes of actions, damages, judgements, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the property.
- **Fees:** I agree to pay for all damages to the property of Ear Mountain Ranch Co caused by any negligent, reckless, or willful actions by me or my family.
- **Applicable Law:** Any legal or equitable claim that may arise from participation in the above shall be resolved under Montana law.
- **No Duress:** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Ear Mountain Ranch Co has offered to refund any fees I have paid to attend the Event and use the property if I choose not to sign this agreement.
- **Arm's Length Agreement:** This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
- **Enforceability:** The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any

other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

- **Emergency Contact:** In case of emergency, please call _____
(relationship: _____) at _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

NOTICE

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 to the sport or recreational activity 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.

Name: _____ Date: _____

Rules:

___ No fireworks! Because of the fire danger especially around the hay, anyone or group caught using fireworks may be fined and asked to leave the property immediately.

___ Keep Trash Picked Up

Camping Rules

___ No campfires or fire of any kind except in designated firepits

___ You are camping in Bear Country: Follow all safety rules for camping where bears reside

___ Store ALL food and wildlife attractants in a hard-sided vehicle/RV (not in a tent).

Bear Attractants:

Anything that has an odour or could be considered food may attract wildlife to your site.

- Coolers – full/empty
- Food and Condiments
- Garbage/Wrappings/Plastic Bags
- Dishes/Pots
- Pet Food/Bowls
- Bottles/Cans: full/empty
- Tablecloths
- Toiletries/Suntan Lotion/Insect Spray
- Camp Stoves & Barbecues
- Containers of Gasoline/Oil
- ANY items associated with food preparation or clean up (soap, dish clothes, towels, & clothing worn while cooking.
- Grey Water Pails

___ NEVER take food or any drinks (except water) into your tent, not even a snack.

___ Do not dispose of grey water near a human-use area.

___ Keep the fire pit clean and free of food residue.

___ Keep all Trash Picked Up and stored in a bear safe way