

ACKNOWLEDGMENT OF RISK AND RELEASE OF NEGLIGENCE LIABILITY

Recreational Activity Participant Information:

Name: _____

Birth Date: _____

Phone Number: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

I am signing this Acknowledgment of Risk and Release of Negligence Liability (“**Acknowledgment**”) as a condition to my participation in certain sport and recreational opportunities offered by Madison Ranch, LLC (“**Madison Ranch**”) on property owned by Jumping Horse Stock Ranch, LLC (“**JHSR**”). By electing to participate in sport and recreational opportunities offered by Madison Ranch, including, but not limited to, hunting, upland bird hunting, waterfowl hunting, shooting sports, target shooting, fishing, backcountry trips, boating, rafting, river floating, whitewater rafting, canoeing, kayaking, swimming, hiking, bicycling (including riding e-bikes), mountain biking, agritourism, and any other sports or recreational opportunities (collectively “**Recreational Activities**”), I acknowledge and agree as follows:

1. Inherent Risks of Sports and Recreational Opportunities offered by Madison Ranch. **My signature on this Acknowledgment represents my express acknowledgment that participation in the Sports and Recreational Opportunities offered by Madison Ranch involves inherent risks, hazards, and dangers, and that I could suffer illness, injury, paralysis, death, or other damage to my person while participating in the Recreational Activities.** These risks, hazards, and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Recreational Activities, or the conditions in which the Recreational Activities take place. Many of these inherent risks, hazards, and dangers cannot be eliminated and are characteristic of, intrinsic to, or an integral part of any sport or recreational activity. I acknowledge that the inherent risks, hazards and dangers of my participation in the Recreational Activities include, without limitation:

- A. The risks associated with the handling and discharge of firearms, including, without limitation, the risk of being struck by bullets, bullet fragments, bee bees, shot pellets, other projectiles, ricocheting projectiles, clay targets or pieces thereof, and rock fragments.
- B. The risk of being in the same vicinity as others who are participating in Recreational Activities or who have firearms in their possession and who are discharging firearms, including, without limitation, the potential for another participant to inadvertently discharge their firearm, fail to follow proper safety procedures, fail to comply with any applicable rules for participation in the Recreational Activities, and fail to comply with the directives of the person leading the Recreational Activities,
- C. The risks of eye and ear damage.

- D. The risks associated with the handling and discharge of ammunition, bullets, bee bees and shot pellets.
- E. Water hazards; driftwood in rivers, streams, creeks, and lakes; marked or unmarked obstacles or hazards in the water; collisions with other rafters, floaters, boaters, or other parties engaging in water sports activities; rafting and boating accidents; injuries from impact with the water, shore, surface or subsurface obstacles in the water, watercraft, watersports equipment; and drowning.
- F. Collisions with natural surface or subsurface conditions, forest growth, rocks, stumps, streambeds, steep slopes, cliffs, trees, and other natural objects; variations in steepness or terrain; collisions with other persons; the failure of others to participate in Recreational Activities within that person's ability; and restricted visibility caused by weather, sun, or darkness.
- G. Risks of being physically present in rugged country and rugged terrain, including hazards such as surface and subsurface ground conditions; variations in terrain and obstacles including, without limitation, creeks, water, bridges, traveled roads, stumps, forest growth or debris, rocks, cliffs, crevices, ravines, creeks and streams, poor visibility, trees, and other obstacles, whether they are obvious or not obvious, natural or manmade.
- H. Encounters with wildlife, animals and insects.
- I. Temperature extremes, changes in the weather and storms or sudden winds on rivers, lakes, and other bodies of water.
- J. Unavailability of immediate medical attention in case of injury or medical problems.

2. Acknowledgment and Assumption of Risk. I understand my responsibility to act in a safe and responsible manner at all times to avoid injury to myself and others and to advise myself of the risks inherent in the Recreational Activities offered by Madison Ranch. I have had an opportunity to discuss the risks, hazards, and dangers of the Recreational Activities in which I will participate with personnel of Madison Ranch. I understand that I have had or prior to participating in any Recreational Activities will have the right and opportunity to investigate the risks associated with the Recreational Activities and to inspect the facilities, location, and equipment associated with the Recreational Activities. My participation in any of the Recreational Activities offered by Madison Ranch is purely voluntary and I elect to participate in spite of the inherent risks, hazards, and dangers. I assume the inherent risks of participating in Recreational Activities offered by Madison Ranch, whether these risks are known or unknown, and accept all legal responsibility for any and all injury or death and for any and all damage to my property that results from the inherent risks in the Recreational Activities in which I participate. I agree to act reasonably and in a safe and responsible manner at all times to avoid injury to myself and others while I am participating in the Recreational Activities. I agree to use a life jacket at all times during boating or other water activities. I agree to wear a helmet at all times while riding a bicycle or e-bike.

3. Release of Negligence Liability. I agree to and do hereby waive and release Madison Ranch and JHSR and their respective owners, members, managers, shareholders, officers, directors, employees, representatives, agents, parent companies, and subsidiaries (collectively the **"Released Parties"**) from any and all claims, actions, or causes of action for damages or injuries arising or resulting from the Released

Parties' ordinary negligence or for risks inherent in the Recreational Activities in which I choose to participate.

4. Indemnity. I agree to defend and indemnify the Released Parties from any third-party claims asserted against the Released Parties resulting from my participation in the Recreational Activities.

5. Medical Authorization. In case of an accident, injury, or emergency, I authorize Madison Ranch or its representatives to seek medical attention for me, including calling emergency service if necessary. I agree that I shall be responsible for payment of all costs and expenses for medical treatment and emergency services.

6. Madison Ranch's Use of Photos and Likeness.

☐ I **do not** grant permission to Madison Ranch to film, video, and record my participation in any Recreational Activities or other events in which I participate and subsequently to telecast, sell, distribute, and otherwise utilize the same for advertising, marketing, promotional, and trade purposes.

☐ I **do** irrevocably grant permission to Madison Ranch to film, video, and record my participation in any Recreational Activities or other events in which I participate and subsequently to telecast, sell, distribute, and otherwise utilize the same for advertising, marketing, promotional, and trade purposes. I waive the right to inspect or approve such photographs, images, videos, recordings, or any other depiction of any kind of my likeness. I hereby waive any right that I may have to monetary compensation, royalties or other consideration and agree that no additional remuneration, financial or otherwise will be transacted.

7. Miscellaneous. I agree that this Acknowledgment shall be governed and interpreted solely in accordance with Montana law, without regard to any conflict of law rules or principles that would result in the law of any other state applying to this Acknowledgment. Any litigation involving the parties to this Acknowledgment must be brought solely within the Montana state or federal courts, which shall have exclusive jurisdiction of any such litigation. If any provision of this Acknowledgment is determined to be unenforceable, all other provisions of this Acknowledgment shall be given full force and effect. I agree that this Acknowledgment may be signed by electronic means. My electronic signature on this Acknowledgment shall have the same effect and shall be as binding as an original wet-ink signature for all purposes.

8. Certification Regarding My Age.

☐ I am 18 years old or older.

☐ I am under the age of 18 years.

If I am less than 18 years of age, my parent(s) or legal guardian has read and agreed to the terms of this Acknowledgment as indicated by their signature(s) below. The parent or legal guardian signing below on behalf of a minor or incompetent person agrees and verifies that they have the legal authority to sign as the parent or legal guardian of the minor or incompetent person and that: (a) they have educated the minor or incompetent person on the inherent risks and dangers involved in participating in the Recreational

Activities; and (b) they are responsible for the control, behavior, and ultimate safety of the minor or incompetent person.

I acknowledge the application of the Montana Recreation Responsibility Act, 27-1-751 through 27-1-754, MCA, to my participation in the Recreational Activities. In accordance with the Act:

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.

Participant's Name (Printed): _____

Participant's Signature: _____

Date of Signature: _____

COMPLETE IF PARTICIPANT IS UNDER 18 YEARS OF AGE

Parent/Legal Guardian Signature: _____

Print Name: _____

Date: _____