

DATE _____

LEAD GUIDE _____

TAIL GUIDE _____

BEACON # _____

CAT # _____

PC NPPC SD NPSD

**GREAT NORTHERN POWDER GUIDES, LLC
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

****PLEASE READ CAREFULLY AS BY SIGNING THIS AGREEMENT, YOU WILL BE RELEASING GNPG FROM ANY AND ALL LIABILITY AND WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE*

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.

PLEASE WRITE CLEARLY

NAME OF SKIER/BOARDER _____

ADDRESS _____

CITY _____ STATE _____

PHONE # _____

EMAIL ADDRESS _____

EMERGENCY CONTACT AND # _____

In consideration of GNPG (as defined below) accepting my application for and permitting me to participate in backcountry ski touring on lands owned by the State of Montana or under the control of the State (as defined below) or elsewhere, and other services and activities that may be provided by GNPG or GNPG Affiliates (as defined below), including but not limited to, sight-seeing, guided tours, transportation, cross-country skiing, snow cat rides, shuttle rides and services, food service, use of lodge and other facilities, lodging, horseback riding, sleigh rides, hiking, and skeet shooting (collectively, the "Services") **the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this waiver** are entered into by me of my own free will and with and for the benefit of:

"GNPG" means 16 Gloves, LLC d/b/a Great Northern Powder Guides
8955 Hwy 93 N., Olney, MT 59927;

"GNPG Affiliates" means 16 Hands, LLC and 16 Feet, LLC; and

"State" means State of Montana and the Montana Department of Natural Resources, 1625 Eleventh Ave, Helena, MT 59620

1. I hereby voluntarily agree and acknowledge:

A. _____(Skier's Initials) I am aware that ski touring has, in addition to the usual risks and danger inherent in the sport of skiing including but not limited to frostbite, hypothermia, muscle sprains and strains, 'snow blindness' and sunburn, and injuries due to excess speed, loss of control and collisions, certain additional risks and dangers, some of which include:

- i. Avalanches; I am aware that avalanches occur in the mountainous terrain used for backcountry ski touring and that avalanches have caused a number of fatalities involving backcountry ski touring. If I use a snowboard or telemark skis, I am aware that there is an increased risk during an avalanche if the snowboard or telemark skis do not have a binding release mechanism. I am aware that the risk of an avalanche is always present in the backcountry ski touring. These risks cannot be completely eliminated by GNPG and their personnel, and that avalanche accidents may result from the failure, for any reason (including negligence), of GNPG or their personnel to correctly determine the stability and safety of a slope for skiing/ski touring or to predict where or when an avalanche might occur.
- ii. Mountain Terrain; The mountainous terrain in which ski touring and skiing activities take place contain many obstacles and hazards which are not necessarily found in developed ski areas, including steep slopes, slopes that may not have been skied previously, trees, tree wells, creek beds, exposed holes above creek beds, ice, exposed rock, cliffs, snowmachine tracks, and variable and unexpected snow conditions, etc. Participants may become lost or separated from their guide or from other skiers, communication may be difficult, and medical treatment may not be readily available.
- iii. Weather; Weather conditions may be extreme and may change rapidly without warning.
- iv. Medical Assistance; Medical facilities and assistance are not immediately available.
- v. Ski Touring; Additional risks are posed by ski touring travel on mountainous terrain and in winter by the aforementioned hazards.

B. _____(Skier's Initials) **I assume and accept all the risks and dangers of backcountry ski touring and the Services, whether known or unknown, and the possibility of personal injury, death, property damage or other loss**, and as a result, I agree that, although GNPG and their personnel may take precautions to reduce the risks and increase the safety of backcountry ski touring and to determine whether a particular slope is safe from the risk of avalanche or other hazards before it is skied, **it is not possible for GNPG or their personnel to make back country ski touring completely safe or to predict with complete assurance whether the terrain to be skied is safe from the risk of avalanche. I willingly accept these risks** and agree to the terms of this GNPG Backcountry ski tours waiver ("Waiver") even if GNPG, GNPG Affiliates, or any of their personnel are found in law to be negligent or in breach of a duty to act or any other obligation to me in their conduct of any GNPG ski touring trip.

C. _____(Skier's Initials) I am aware that the enjoyment and excitement of backcountry ski touring is derived in part from skiing in powder snow on steep ungroomed slopes and is contributed to by the **inherent risks of backcountry ski touring**. I am aware that GNPG staff is certified in First Aid, WFR (Wilderness First Responder) and give my permission for the GNPG staff to assist in the event of an incident. I authorize GNPG staff to obtain medical treatment for me in the event of an emergency, including transportation and hospitalization, if I am unable to consent.

D. _____(Skier's Initials) **I am prepared to accept and do voluntarily accept and assume all of the inherent risks and additional risks and dangers associated with backcountry ski touring and the Services**, including the possibility of personal injury, property damage, death, or any loss resulting there from. I also accept that GNPG's guides can make the decision to cease the activity for all or a portion of the day if I am

deemed to be endangering myself, others or the group in any way by injury, health concerns, non-compliance of guide's direction, or any other reason they deem fit.

E. _____(Skier's Initials) I acknowledge that, in the locations used by GNPG, I may experience extreme environmental and/or weather conditions. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., can occur. I expressly acknowledge that naturally occurring disease processes occur in all environments in which the activities will take place. I acknowledge that, while GNPG has taken reasonable measures to avoid contact, transmittal or contamination of viruses between people (including participants, employees and other third parties) that it is ultimately my responsibility to safeguard myself and others. I understand and agree that, if I choose to participate in the activities, that GNPG cannot and will not have any legal liabilities toward me if I contract a virus, disease or sickness. On the other hand, if it is determined that I acted negligently or unreasonably and was responsible for transmittal of the virus, disease or sickness to other GNPG Participants or employees, that I may be held legally and financially responsible for that transmittal.

F. _____ (Skier's Initials) **I hereby waive any and all claims that I may have or may in the future have against GNPG and its Directors, Officers, Employees, Guides, Agents or Representatives, GNPG Affiliates, and the State (all of whom are hereinafter collectively referred to as, the "Releasees") and I do hereby release the Releasees from any and all liability for any/all personal injury, property damage, loss or death that I may suffer or that my next-of-kin, estate, and/or beneficiaries may suffer for any personal injury, property damage, loss or death sustained by me while taking part in the Services provided by GNPG or GNPG Affiliates, and covenant not to sue any Releasee. This release shall include any negligence on the part of any Releasee. I hereby further agree to indemnify the Releasees for all costs, expenses, damages, and liabilities, including attorney's fees, relating any causes of action, suits, and claims against the Releasees, brought as a result of my involvement in back country skiing, including any and all costs, expenses, damages, and liabilities caused in whole or in part by the negligence of any Releasee.**

2. This Waiver shall be effective and binding upon my heirs, next-of-kin, executors, administrators, and successors, in the event of a claim arising against the Releasees or any of them in the event of my death or injury, and inure to the benefit of the Releasees and their respective successors, assigns, agents, members, officers/directors, and employees. I confirm that I am of the full age of eighteen years, that I have had sufficient time to read and understand what I am agreeing to in this Waiver before signing it.
3. This Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the State of Montana. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Montana and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this Agreement shall be instituted in the State of Montana, county of Flathead, and nowhere else and that in the event of a dispute arising concerning the enforcement of any term or provision of the Waiver, the prevailing party shall be entitled to reasonable attorney's fees and costs.
4. The terms "backcountry ski touring" herein include: downhill skiing, snowboarding, mono-skiing, telemark skiing and other similar activities.
5. I understand that backcountry ski touring can be very physically demanding and that I suffer from no ill health that would require immediate attention or evacuation, as medical facilities are not immediately available.
6. In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
7. I am in good physical condition and physically fit to participate in backcountry ski touring and I am not subject to any medical condition that may pose any risk of harm or disability to others.

8. I have carefully read the foregoing and understand the contents hereof.
9. I acknowledge that GNPG is not a common carrier under Montana law but rather is in the business of providing activities. Transport and car, bus or van travel in some instances may be provided by the GNPG and may involve errors in judgment by GNPG or staff operating the vans, buses, cars or other types of transport vehicles. The vehicles and transport trailers may malfunction or break down, causing injury, accidents, delays or in the extreme case, death. Transport may be provided by independent contractors to GNPG, or GNPG Affiliates, and may involve errors in judgment by those providers.
10. GNPG disclosure;
* GNPG guides are certified by the following;
American Institute for Avalanche Research and Education ... (AIARE)

*GNPG guides have attended backcountry Avalanche Awareness Courses and have a minimum of AIARE AVY I certification
*GNPG guides have Wilderness First Responder training or comparable

WARNING: Under Montana law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing as defined in the Montana Skier Responsibility Act, MCA 23-2-701 et seq.

I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.

I UNDERSTAND THAT I AM ASSUMING ALL RISKS INHERENT IN PARTICIPATION IN THE ACTIVITIES.

I VOLUNTARILY SIGN MY NAME, AND THEREBY STATE MY ACCEPTANCE OF THE ABOVE PROVISIONS.

SIGNED THIS (DAY): _____ **MONTH:** _____ **YEAR:** _____

PRINTED NAME: _____

SIGNATURE: _____

UNDER AGE SKIER PARENT OR LEGAL GUARDIAN ACCEPTANCE

I hereby attest that I am the legal guardian and/or parent of the aforementioned skier. I have fully read and understand the aforementioned Agreement and agree to be bound by the terms hereof.

In my opinion, my child is physically and emotionally able to fully participate back country ski touring or the Services. I recognize and acknowledge that participation may involve the risk of accident, personal injury and/or property damage. I consent to my child's participation and assume all these risks. Participating in any activity is an acceptance of some risk of injury that my child is primarily dependent on his/her taking proper care of him/herself.

In the event of an emergency, if I cannot be reached, I give permission to GNPG staff, to secure treatment for my child, including transportation and hospitalization.

PARENT OR LEGAL GUARDIAN PRINTED NAME: _____

PARENT OR LEGAL GUARDIAN SIGNATURE: _____

DATE: _____

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED, AND INITIALED BY THE SKIER PRIOR TO SKIING WITH GNPG

NAME: _____

ANY MEDICAL HISTORY WE SHOULD BE AWARE OF PLEASE LIST BELOW:

PLEASE LIST ANY MEDICATIONS WE SHOULD BE AWARE OF:
