

## WAIVER OF LIABILITY, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

*Read this Agreement carefully. A parent/guardian must sign for minors (under 18 years of age).*

**Responsibility:** Big Sky Safaris LLC, its owners, employees, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, successors and assigns (collectively, "Big Sky Safaris"), which acts only as an intermediary for its suppliers, assumes no responsibility for and cannot be held liable for any negligent or wilful act or omission of any supplier, or of any other person or entity. A supplier's services are subject to the supplier's own terms and conditions, as well as the local laws and regulations of the relevant state or country.

As an independent travel agent, Big Sky Safaris will refer participants to travel industry suppliers, outfitters and guides who are not employees or agents of Big Sky Safaris, including but not limited to suppliers of accommodations, meals and beverages, transportation (ground, water and air), recreational and leisure activities and entertainment and tours (collectively the "Tour Companies") or utilize Tour Companies for certain activities. Big Sky Safaris does not supervise the operations of these Tour Companies and cannot be responsible for the accuracy of the information supplied by the Tour Companies, rates, scheduling changes, the services or goods provided, the operations of the Tour Companies or the negligence of the Tour Companies and Big Sky Safaris disclaims any responsibility or liability therefore. Big Sky Safaris makes no warranties, express or implied, with respect to any services provided by the Tour Companies. It is the responsibility of these Tour Companies, and not of Big Sky Safaris, to comply with applicable laws, to take adequate safety measures and to otherwise adequately supply goods and services.

**Assumption of Risk:** I have voluntarily applied to participate in the tour on which I am booked, which will involve Trekking/ Hiking, Backcountry travel, Bird and Wildlife Watching, Cross-country Skiing, River Floating, Swimming/ soaking in natural hot springs, Horseback Riding, and/or other outdoor and adventure sports ("Adventure Activities"). I am voluntarily participating in this tour with the knowledge of the numerous risks and dangers involved, which include but are not limited to: dangers and risks inherent in Adventure Activities; negligence in any manner on the part of Big Sky Safaris; emotional trauma; disfigurement; temporary or permanent disability, including paralysis; death; acts of God; the hazards of traveling in remote, unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances and war; forces of nature; transportation failures; equipment failures; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of Big Sky Safaris' control.

**Release of Liability:** As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by Big Sky Safaris, I HEREBY EXPRESSLY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ASSUME ALL OF THE ABOVE RISKS, INCLUDING BOTH THOSE KNOWN AND UNKNOWN TO ME.

As lawful consideration of, and as part of the payment for, the right to participate in the tour, and as part of the payment for the services arranged for me by Big Sky Safaris, I HEREBY EXPRESSLY AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FOREVER Big Sky Safaris, their owners, employees, shareholders, affiliated entities, employees, agents, representatives, officers, directors, associates, volunteers, successors and assigns from and against any liability, actions, causes of actions, debts, suits, claims and demands of any and every kind and nature whatsoever which I now have or which may hereafter arise out of or in connection with my tour or participation in the activities arranged for me by Big Sky Safaris.

**I AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK** for myself, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives. It is my intention to fully assume all risks associated with this tour and to release Big Sky Safaris from any and all liability to the maximum extent permitted by law.

**Indemnification:** I further agree to “indemnify” (meaning to defend and to pay or reimburse) Big Sky Safaris against any claim by any person, including minors, arising in whole or in part from an injury or other loss suffered or caused by me in connection with the expedition or my participation in the Adventure Activities.

**Binding Arbitration:** I agree that any dispute concerning, relating, or referring to this agreement, Big Sky Safaris’ tour brochures, website or any other materials that concern my tour, the tour itself, or any claim for damages due to injury or death which occurs during or in connection with my tour, shall be resolved exclusively by binding arbitration. The binding arbitration shall take place in Missoula, Montana, USA, in accordance with the rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Montana’s law. The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any of this contract is void or voidable.

**Knowing and Voluntary Execution:** I have carefully read and understand the provisions and legal consequences of this agreement, and I hereby agree to all of its conditions. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I understand that in calculating the cost of the tour, Big Sky Safaris has relied on my consent to these terms and their enforceability. Without this agreement, the tour cost would have been higher or, alternatively, Big Sky Safaris would not be able to offer these services.

I have been advised of Big Sky Safaris’ **Cancellation Policy**.

I agree that execution of a facsimile counterpart or electronic transmission of this agreement shall be deemed execution of the original agreement.

I agree that facsimile or electronic transmission of an executed copy of this agreement shall constitute acceptance of this agreement.

Signature (18 years of age or older)  
Print Name

Date

*Minors under 18 years of Age –A Parent or Legal Guardian Must Sign This Agreement on the Minor’s Behalf. The Parent or Guardian Must Submit Their Own Signed Agreement Separately if Also Participating in the Tour.*

I am the parent or legal guardian of the minor. I understand the legal consequences of signing this Agreement, including a) releasing Big Sky Safaris from all liability on my and the minor’s behalf, b) promising not to sue on my and the minor’s behalf, c) assuming all risks of the minor’s participation in the tour, and d) indemnifying Big Sky Safaris. I understand that I am responsible for the obligations and the acts of the identified minor as described in this document. I agree to be bound by the terms of this document. I have read this agreement in its entirety, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Participant’s Parent/Guardian

Date

Print Name of Participant’s Parent/Guardian

Print Name of Minor