

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

IN CONSIDERATION OF Hatch of PO Box 6340, Bozeman, MT 59771 and Moonlight Basin of 66 Mountain Loop Road, Big Sky, MT 59716 (collectively the “Released Parties”) allowing me, the undersigned (by or through my parent or guardian, if necessary) to participate in any and all recreational activities or events relating to or in connection with the Hatch Experience (the “Activities”), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”):

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Activities; and (ii) I am not and will not be under the influence of alcohol or any illicit or prescription drugs that would in any way impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.

2. I understand and acknowledge the potential physical and mental rigors associated with participation in the Activities are or could be inherently dangerous. I understand that participation in the Activities may involve risks and dangers including, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles, amusement ride, or natural or manmade objects; dangers arising from adverse weather conditions; imperfect conditions existing on the property where the Activities take place; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the organizers of the Activities; all risks inherent in outdoor activities in a wilderness area, including physical, mental, or emotional injury caused by interaction with any flora, fauna, or person; and other undefined risks and dangers that may not be readily foreseeable or are presently unknown (the “Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activities, or the acts, inactions, or negligence of the Released Parties. I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses I incur as a result of my participation in the Activities.

3. I agree to be familiar with and to abide by all rules and regulations established for the Activities in which I participate and to observe and obey all posted warnings. I further agree to follow any oral instructions or directions given by the Released Parties, or the employees, staff, representatives, or agents of the Released Parties in connection with the Activities. I also accept sole responsibility for my own conduct and actions while participating in these Activities and the condition and adequacy of any equipment that I might own and/or supply in conjunction with those Activities.

4. I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Released Parties, together with the organizers, promoters, sponsors, advertisers, hosts, venue, and property owners upon which the Activities take place, law enforcement agencies and other public entities providing support for the Activities, and each of their respective parent, subsidiary, and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, and volunteers, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense, including court costs and reasonable attorney's fees, of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Activities, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which may be incurred as a result of such a claim.

5. Without limiting the generality of the foregoing, I acknowledge that the risks I am assuming and liability for which I am waiving include, but may not be limited to,

6. This Agreement and the liability limitations set forth above are intended to comply with the requirements of MC 27-1-753, and in keeping with those requirements, the following additional disclaimer is set forth in bold type:

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.

7. I agree that this Agreement is not a reciprocal waiver and that I shall be responsible for payment of all damages in law or equity arising from my negligent, reckless, willful, or wanton conduct in connection with the Activities or otherwise with my participation in the Hatch Experience and my time at Moonlight Basin.

8. This Agreement is entered into under the laws of the State of Montana applicable to all contracts entered into solely within the state, and any disputes hereunder shall be resolved only by reference to Montana law, and shall be subject only to the jurisdiction of the State and Federal Courts in the District of Montana and shall be subject to venue in Gallatin County, Montana to the extent allowed under Montana or Federal law. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision shall be replaced with an enforceable provision that as nearly as possible effects the Parties' intent.

9. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties for a period of no less than thirty (30) days

after the date of the notification by one party against the other of the existence of claim hereunder. If the matter is not resolved by negotiation, the parties will submit the dispute to a formal one-day mediation in accordance with any relevant statutory rules or guidelines for such mediations. If mediation does not successfully resolve the dispute, then the parties agree to submit the dispute to Binding Arbitration in accordance with the rules of the American Arbitration Association.

10. I hereby irrevocably authorize the Released Parties and the agents, employees, or representatives of either or each of them to copy, exhibit, publish, or distribute any and all such photographs, video, sound recordings, spoken words, written comments, or excerpts therefrom, my name, image, and likeness, and/or composite or artistic representations thereof obtained in connection with participation in the Hatch Experience (collectively, "Material"), and to use the Material in all forms of media now or in the future created in perpetuity for purposes of marketing or publicizing Hatch, the Hatch Experience, and Moonlight Basin. In addition, I waive any rights to inspect or approve the finished product(s), including written copy, audio, and/or video, and/or public relations releases or advertisements wherein the Material appears.

11. I hereby warrant that I have read this Agreement carefully and understand its terms and conditions; acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs, and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns); acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance, or guarantee; and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions, and provisions of this Agreement.

12. This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement.

PRINT NAME OF PARTICIPANT:

_____ AGE: _____

DATE OF BIRTH: ___/___/_____

SIGNATURE OF PARTICIPANT: _____

DATE: _____

PARENTAL CONSENT

Parental Consent (required if the participant is less than 18 years of age) As the parent or legal guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor's participation in the Activities. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

PRINT NAME OF PARTICIPANT:

_____ AGE: _____

PRINT NAME OF PARENT/LEGAL GUARDIAN:

SIGNATURE OF GUARDIAN: _____

DATE: _____