

General Release of Liability

In consideration of the promise made herein and for being allowed to participate in various activities,

Name: _____
Address: _____
City: _____
State: _____
Zip Code: _____
Phone Number: _____

Referred to herein as "**PARTICIPANT**", and BearGulch Pictographs located in Forest Grove, Montana referred to herein as "**BGP**", any and all parties of interest in BGP, their heirs and assigns, jointly, severally and individually, including any corporation, partnerships or other business entities that they are party to, their volunteers, sponsors, organizers or employees, agree to the following:

1. PARTICIPANT acknowledges and represents that PARTICIPANT understands the type and extent of all physical activity involved in the activities while visiting the BGP cave paintings and surrounding areas, and further acknowledges that participation in said activities may expose PARTICIPANT to certain risks of harm inherent in these activities and thus PARTICIPANT expressly assume all risks of said participation in these activities.
2. PARTICIPANT warrants and represents to BGP that PARTICIPANT is in sound physical and mental condition to participate in said activities. PARTICIPANT is not under the care of a physician for any condition that may impair PARTICIPANT'S ability to participate in said activities. PARTICIPANT further represents to BGP the true level of ability of PARTICIPANT to engage in these activities.
3. PARTICIPANT and all his or her heirs and assigns, hereby fully releases BGP, all heirs and assigns and all other persons, associations, volunteers, sponsors, organizers, or employees of BGP, known or unknown, from all claims and causes of action by reason of any personal injury, property damage and/or death which may be sustained in any manner, as a result of PARTICIPANT'S direct or indirect involvement with the various activities conducted by BGP.
4. PARTICIPANT acknowledges and agrees that this release and covenant not to sue applies to all claims that PARTICIPANT may have against BGP arising out of the various activities for injuries, death, damages or any loss whatsoever to PARTICIPANT'S person and/or real or personal property, and whether those injuries, damages and losses are known or unknown, foreseen or unforeseen or patent or latent.
5. PARTICIPANT represents and warrants to BGP that the terms of this release and covenant not to sue and its consequences have been completely read and understood by PARTICIPANT prior to the execution of this release. PARTICIPANT further acknowledges and represents that in this release and covenant not to sue, PARTICIPANT has not relied on any inducements, promises or representations made by BGP or any party representing BGP in any capacity.

READ THE ABOVE CAREFULLY BEFORE SIGNING

I have read this release and covenant not to sue, understand the terms used and their legal significance and effect and have executed this release voluntarily.

Date: _____
Participant/Guardian Signature _____