

### **Dropstone Outfitting LLC Reservation Form**

- Please complete and return with your \$400 deposit; the trip balance is due by May 15<sup>th</sup>. We accept checks, cash, and credit cards. Credit cards can be taken over the phone and will be charged a 3% convenience fee.
- Cancellation Policy: Deposits are non-refundable, and the balance is due by May 15<sup>th</sup>. The balance is non-refundable after May 15th. We do not give refunds for any reason. This includes but is not limited to; route changes due to wildfires, smoke, floods, trail conditions, or unprecedented weather events. We do not give refunds if personal health inhibits you from participating on a trip. Because of this, we STRONGLY recommend purchasing trip insurance. We recommend Global Rescue's (www.globalrescue.com) Signature Travel Insurance. By signing the Release and Assumption of Risk, you are acknowledging that you understand the Cancellation Policy.
- Tucker Mills (Outfitter #1972 with the State of Montana) is the Outfitter on Record for all fishing related activities.

Mail Reservation Form to: Dropstone Outfitting, P.O. Box 1515, Choteau, MT, 59422

or scan and email to: info@dropstoneoutfitting.com

	•	conditions that may apply to you: ain, including date of last episode.	If you mark any of these conditions,
	Heart related medical conditions Major Operations or Surgeries	<ul><li>☐ Asthma or Allergies</li><li>☐ COPD</li><li>☐ Any foot or leg issues</li></ul>	<ul><li>□ Diabetes</li><li>□ Neuropathy</li><li>□ Other:</li></ul>
trip?	Please include general health	<b>know about that may affect yo</b> n, allergies, physical concerns, or form if you need more space.	
-		ther medication that would be ne form and tell us <b>where you plan</b> t	
Please	e list any current medications	and what they are for.	
Do yo	u have any <b>dietary needs</b> we	e should be aware of? (vegan, vege	etarian, gluten, or lactose intolerant.)
Recen	t backpacking/hiking experi	ence:	
First-ti	me applicants; what physica	l activities do you engage in on a	regular basis?
First-ti	me applicants; how did you	hear about this trip?	
Conta	ct in case of an emergency:		
(Name)		(Phone numbers)	 (Relationship)

### PLEASE READ CAREFULLY!

# MONTANA LAW SPECIFICALLY LIMITS LIABILITY TO OUTFITTERS FOR BACKCOUNTRY TRIPS AND OTHER RECREATIONAL ACTIVITY

I have been fully advised that under Montana law, when I participate in a recreational activity such as this backcountry trip with Dropstone Outfitting, I assume the inherent risks of everything associated with a backcountry trip. I also agree that I, and not Dropstone Outfitting, am legally responsible for all injury, death, or property damage that I may sustain during this trip with Dropstone Outfitting resulting from the inherent risk associated with backcountry trips. By agreeing to participate in this backcountry trip and signing below, I acknowledge that I understand this law and am fully consenting to this Montana law. The exact law I am consenting to, and to which I agree, states:

# Montana Code Section 27-1-753. Limitation on liability in sport or recreational opportunity.

- (1) A person who participates in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for all injury or death to the person and for all damage to the person's property that result from the inherent risks in that sport or recreational opportunity.
- (2) A provider is not required to eliminate, alter, or control the inherent risks within the particular sport or recreational opportunity that is provided.
- (3) (a) Sections 27-1-751 through 27-1-754 do not preclude an action based on the negligence of the provider if the injury, death, or damage is not the result of an inherent risk of the sport or recreational opportunity.
- (b) This section does not prohibit a written waiver or release entered into prior to engaging in a sport or recreational opportunity for damages or injuries resulting from conduct that constitutes ordinary negligence or for risks that are inherent in the sport or recreational opportunity.
- (c) Any waiver or release for a sport or recreational opportunity must: (i) state known inherent risks of the sport or recreational opportunity; and (ii) contain the following statement in bold typeface: 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.
- (d) Any waiver or release for a sport or recreational opportunity may still be challenged on any legal grounds.
- (e) Any waiver or release for a sport or recreational opportunity executed in compliance with this section is not prohibited by or subject to the provisions of 28-2-702.
- (4) Sections 27-1-751 through 27-1-754 do not apply to a cause of action based on the design, manufacture, provision, or maintenance of sports or recreational equipment or products or safety equipment used incidental to or required by the sport or recreational activity.

### WAIVER, RELEASE AND ASSUMPTION OF RISKS

Additionally, in consideration of being allowed to participate in the activities of Dropstone Outfitting, I also agree to the following Waiver & Release:

- 1. I acknowledge and understand that no warranty, either express or implied, is made by Dropstone Outfitting, LLC, in connection with this trip.
- 2. I acknowledge that backcountry trips have inherent risks, hazards, and dangers that cannot be eliminated, particularly in a wilderness environment. My involvement with this trip exposes both me and my property to dangerous conditions, risks and hazards, including but not limited to changing weather conditions, falls, dangerous animals including grizzly bears and mountain lions, poisonous snakes, insects and spiders; falling trees, poisonous plants or other hazardous plant conditions; erosion, rocks, slippery conditions, holes in the ground, obstructed pathways, and other general conditions of the land, creating rough, hazardous and dangerous walking conditions; deep or rushing water. I hereby state that I am aware of these facts and assume all such dangers, risks and hazards no matter the circumstances.
- 3. I hereby release and agree to protect, indemnify and hold harmless Dropstone Outfitting, LLC, and their respective heirs, agents, employees and assignees, from and against any and all claims, demands, causes of action and damages, including attorneys' fees and costs, resulting from any injury, damage, accident, incident or occurrence incidental to or in any way resulting from the backcountry trip with Dropstone Outfitting, LLC.

\*By signing this, you are also acknowledging that you understand our cancellation policy

Participant Printed Name:				
Signature:	Date:			
FOR PARTICIPANTS UNDER THE AGE OF 18: This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as to all matters provided above.  Parent/Guardian Printed Name:				
Parent/Guardian Signature:	Date:			