



Dropstone Outfitting LLC Day Hike Reservation Form

Payment for day-hike is due upon booking. A full refund will be given 7 days prior to scheduled hike or if Dropstone Outfitting needs to cancel the trip for any reason.

*Please mail completed form to Eric Bergman at PO Box 118, Fort Shaw, MT 59443 or email a copy to Ebergman2@gmail.com. For questions, contact Eric at (406) 590-0508.

Name: _____
(Please Print)

Address: _____
(Street or Box Number) (City, State, Zip)

Phone number: _____

E-mail address: _____

Rental Gear? Yes ____ No ____ (What items? _____)
Day pack or hiking poles

Please **mark** any of the following conditions that may apply to you: *If you mark any of these conditions, please use the backside of this form to explain, including date of last episode.*

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Heart related medical conditions | <input type="checkbox"/> Asthma or Allergies | <input type="checkbox"/> Diabetes |
| <input type="checkbox"/> Major Operations or Surgeries | <input type="checkbox"/> COPD | <input type="checkbox"/> Neuropathy |
| | <input type="checkbox"/> Any foot or leg issues | <input type="checkbox"/> Other: _____ |

Are there any **other** health, allergies, or physical concerns we should know about? If yes, please explain on the back of this form

Do you carry an epi-pen? If yes, please explain on the back of this form and tell us **where you plan to keep it during the trip**

Please list any current medications and what they are for.

Contact in case of an emergency:

(Name)

(Phone numbers)

(Relationship)



Service Agreement, Waiver and Covid-19 Addendum

1. SERVICE AGREEMENT:

Dropstone Provides: Transportation to and from trailhead from Choteau, all guiding and naturalist services, trip logistics and planning, permitting, a gear list, any equipment needed (such as a day pack or hiking poles), and a Dropstone T-shirt or Tote.

Client Provides: Transportation to Choteau, items on provided gear list, and lunch/snacks and water (at least 2 liters) for the hike. Clients must let us know what items they would like to rent in advance.

I acknowledge that I understand the cancellation policy and the service agreement.

***Please Initial Here**

Text

2. WAIVER, RELEASE AND ASSUMPTION OF RISKS:

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

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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.

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.

I understand that I may be waiving my legal right to a jury trial to hold Dropstone Outfitting, LLC legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages I may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

***Please Initial Here**

Text

3. DROPSTONE OUTFITTING PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT FOR CORONAVIRUS

I expressly acknowledge that naturally occurring disease processes (including but not limited to the currently widespread Coronavirus) occur in all environments in which this activity will take place. I acknowledge that, while Dropstone Outfitting has taken reasonable measures to avoid contact, transmittal or contamination of the viruses between people (including guests/participants, employees and other third parties), it is ultimately my responsibility to safeguard myself and others. I

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understand and agree that, if I choose to participate in this activity, that Dropstone Outfitting cannot and will not have any legal liabilities towards me if I contract any virus. Additionally, if it is determined that I acted negligently or unreasonably and was responsible for the Coronavirus (or any disease process) to other Dropstone Outfitting participants or employees or third parties, that I may be held legally and financially responsible for that transmittal.

I have read and understood the above language about Covid-19, and I agree to be bound by its terms.

***Please Initial Here**

Text

I agree to the Service Agreement, Waiver and Covid-19 Addendum:

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: _____

