

Bungalow Outfitters, LLC

P. O. Box 1835
Orofino, ID 83544
Phone: 208-476-9091
Fax: 208-476-7875

Acknowledgment of Risk, Acceptance of Responsibility, Release of Liability

This document affects your legal rights. You must read and understand it before signing.

DUTY OF PARTICIPANTS: it is recognized that some recreational activities conducted by BUNGALOW OUTFITTERS, LLC are hazardous to participants regardless of all feasible safety measures that we can take. All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activities that are offered by BUNGALOW OUTFITTERS, LLC, I hereby acknowledge and agree not to:

- a) Do any act that shall interfere with the running or operation of BUNGALOW OUTFITTERS, LLC when such activities conform to the rules and regulation of the State of Idaho;
- b) Use any of BUNGALOW OUTFITTERS, LLC equipment or facilities or services if I do not have the ability to use such facilities, equipment, or services safely without instructions until I request and receive sufficient instruction to permit safe usage.
- c) Engage in any harmful conduct or willfully or negligently engage in any type of conduct that contributes to or causes injury to any person.

ACKNOWLEDGMENT AND ACCEPTANCE OF RISK: I understand and acknowledge that the activity which I am about to voluntarily engage in as a participant and/or volunteer bears certain known and unanticipated risks which could result in injury, death, illness or disease, physical or mental or damage to myself, to property, or to spectators or other third parties. I, being aware that this activity entails risks or injuries to myself and a risk or injury to spectators or third parties as a result of my actions, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property arising from participation in this

activity. I also agree to pay for any damages caused to others (including attorneys' fees and costs) if they are injured or otherwise damaged due to any negligent actions. My participation in this activity is purely voluntary: no one is forcing me to participate, and I elect to participate in spite of the known and unknown risks.

RELEASE: In consideration of the services and/or property provided, I, for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, heirs, personal representatives, or assigns do hereby release BUNGALOW OUTFITTERS, LLC, its principals, directors, officers, agents, and volunteers from any liability and waive any claim for damages arising from any cause whatsoever (except that which is gross negligence). I also grant BUNGALOW OUTFITTERS, LLC the unconditional right to use my name, voice and photographic likeness in connection with any articles, photos and audio/ video productions. I further agree to reimburse you for all attorney fees and costs should I bring a legal action against you and lose.

ENTIRE AGREEMENT: I understand that this is the entire agreement between myself and BUNGALOW OUTFITTERS, LLC, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee of BUNGALOW OUTFITTERS, LLC or by me.

My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms.

DATE _____

SIGNATURE OF PARENT OR GUARDIAN
(If participant is under age of 18)

SIGNATURE OF PARTICIPANT