

Idaho Backcountry Veterans, Inc. Liability and Damage Waiver

IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ IN FULL AND UNDERSTAND BEFORE SIGNING THIS.

1. Assumption of Risks. I, for myself or as the parent/legal guardian of a participating minor child wish to engage some or all of the activities including but not limited to: Hunting, Fishing, Shooting, Horseback Riding, Traveling to and From Events, ATV/Razor Riding, Snowmobiling, Dog Sledding, Archery, Hiking, Mountain Biking (the foregoing referred to collectively as the "Activities"). I agree to abide by the rules and policies adopted by Idaho Backcountry Veterans, Inc. (hereafter sometimes referred to herein as "IBV"), directors, officers and volunteers of IBV and any of its vendors/affiliates/ donors that pertain to the Activities. I understand and acknowledge that engaging in the Activities does involve inherent risks and dangers. I am also aware that hazards may exist, may be unmarked and occur without warning, and that appropriate safety equipment, proficiency checks, supervision and enforcement of rules by IBV and the above named do not and cannot guarantee my/my minor child's safety. I am/my minor child is able to perform the essential functions of the Activities, and I am/my minor child is freely and voluntarily engaging in such Activities. I specifically understand that loaded firearms and weapons may be discharged not only by myself but also by others participating in said Activities. I and my minor child do hereby agree to assume the risks of injuries, damages and death that may occur in connection with the said Activities, including without limitation the use and discharge of firearms, and acknowledge that we do perform these Activities of our own free will and choice. FURTHERMORE, I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THE PROVISIONS OF THIS DOCUMENT, THAT I AM OF SOUND MIND, THAT I HAVE LEGAL AUTHORITY AND FREELY ACCEPT AND FULLY ASSUME THE RISK THAT I/MY MINOR CHILD CAN SUFFER PROPERTY DAMAGE, SEVERE PERSONAL INJURY OR EVEN DEATH WHILE ENGAGING IN THE ACTIVITIES, not only in the ways described above, but also in unknown/unexpected ways, even if instructions are followed. By signing this document I accept all liability and responsibility for everyone in my party including friends and family and agree to pay all costs associated with each individual. I hereby agree to indemnify and hold Idaho Backcountry Veterans, Inc., its directors, officers, volunteers and donors harmless from any injuries, damages and/or death that may occur or result from participating in the Activities described herein.

INITIAL _____

2. Consent to Medical Treatment, Consent to Use of Images, Etc. I acknowledge that I am/my minor child is participating in the Activities, and that I am/my minor child is a guest of Idaho Backcountry Veterans, Inc. If I am unable to consent at the time, due to injury, illness or otherwise, I hereby consent to administration of first aid and other emergency medical treatment for such injury or illness that occurs during my/my minor child's engaging in the activities. I have/my minor child has adequate health insurance or resources to cover the costs of treatment in case of any injury. I assume full responsibility for the selection and use of personal transportation for me/my minor child in connection with the activities. I agree to refrain/cause my minor child to refrain from and not be impaired by the use of alcohol or any controlled substance while engaging in the activities. I grant to Idaho Backcountry Veterans, Inc. and those stated above the use of any photos, video recordings, etc. to be used for future publicity without payment.

INITIAL _____

3. Waiver, Release and Indemnification. I understand and acknowledge that none of Idaho Backcountry Veterans, Inc. or the above names stated (collectively, the "Affiliates") are insurers of my/my minor child's conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE THE AFFILIATES AND ALL OF THEIR TRUSTEES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, SPONSORS, DONORS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, ILLNESS OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME/MY MINOR CHILD OR LOSS OR DAMAGE TO ANY PROPERTY BELONGING TO ME/MY MINOR CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY/MY MINOR CHILD'S ENGAGING IN THE ACTIVITIES. I ALSO AGREE THAT, IN THE EVENT THAT ANY PERSON BRINGS ANY CLAIM OR ACTION INDIVIDUALLY OR ON BEHALF OF MY MINOR CHILD, RELATED TO ANY INJURY OR LOSS SUFFERED BY MY MINOR CHILD AS A RESULT OF MY MINOR CHILDS ENGAGING IN ACTIVITIES, THAT I WILL INDEMNIFY THE RELEASEES AGAINST SUCH CLAIMS, INCLUDING PAYMENT OF ATTORNEY FEES. I AGREE THAT THIS DOCUMENT SHALL BIND MY GUARDIAN, ASSIGNS, HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER.

INITIAL _____

4. Damage Policy: I agree to pay any and all damages to machines, equipment, and/or property including transportation costs to and from the repair shop, lost rental charges, extra credit card transactions fees, interest on late payment over 7 days of charge date, and any and all other expenses from Idaho Backcountry Veterans, Inc. including collection fees.

INITIAL _____

5. Segregation: I agree that if any provision of this Waiver is determined to be unenforceable that the remaining provisions of the Agreement will be legally binding and enforceable.

INITIAL _____

PRINT NAME AND DATE OF PARTICIPANT

PRINT NAME OF PARENT/GUARDIAN

(If Participant is younger than 18)
State how related to Participant: Parent or Guardian

Name: _____ D/O/B: _____

SIGNATURE OF PARTICIPANT

SIGNATURE OF PARENT/GUARDIAN

(MUST sign if Participant is younger than 18)

_____ Date: _____

_____ Date: _____

PHONE NUMBER OF PARTICIPANT (or Parent/Guardian if participant is younger than 18): _____

Email Address: _____

Home Address: _____