

STATEMENT OF INFORMED CONSENT AND RELEASE

THIS STATEMENT OF INFORMED CONSENT AND RELEASE (“Consent”) is entered into between **KEE HOLDINGS, LLC**, a Montana limited liability company, and **GAUNTLET, LLC**, a Montana Limited Liability Company, collectively the owner of the Gilman Creek Property (hereinafter the “Property”), and the following individual or individuals:

_____ (hereinafter the “Participant”). If Participant wants to use the Property, Participant must execute this Statement of Informed Consent and Release. No Property access shall be allowed without a fully executed Statement of Informed Consent and Release. If Participant is part of a group, each Participant, including staff, leaders, and supervisors, must sign this Statement of Informed Consent and Release.

Print name and address

The Property is wilderness land where wildlife, including but not limited to, bears, mountain lions, wolves, coyotes, elk, moose, deer, and skunks roam. There are inherent dangers and risks with said wildlife, as well as inclement weather conditions such as lightning and high winds, steep terrain, and flowing creek waters. The Participant will be participating in various outdoor recreational activities at the Property, including but not limited to camping, hiking, and a disc golf course (the “Activities”) and should be aware of these risks. Wild animals can attack without warning and should never be approached. Bear spray should be carried at all times. Participants are advised not to hike alone, after dark, or in the forest during windy conditions. Trees and branches can fall without warning, causing severe injury. The ground is uneven, consisting of rocks and roots and trip and falls can occur in this environment. Always make noise while in the wilderness to alert wildlife of your presence. Odorous foods should not be carried and should be stored in bear proof containers, hanging bear bags or in your vehicle. Food and garbage should never be left unattended at any time.

Participant may be using the Property with other programs and/or unrelated Participants and Participant understands there are inherent risks in other individuals and their actions. Participant agrees to conduct themselves in an appropriate manner at all times around all Participants. **KEE HOLDINGS, LLC** and **GAUNTLET, LLC** are not responsible for the actions of any program staff, leader(s), or Participant(s).

The purpose of this Consent is for the Participant to acknowledge his/her voluntary participation in the Activities and to acknowledge that he or she is an adult or is the parent or legal guardian of a minor child, who agrees to take responsibility for his or her

own actions and who agrees to hold the Property harmless from any damage or injury which may result from participation in the Activities.

NOW, THEREFORE, in consideration of access to the Property, Participant agrees as follows:

1. Informed Consent. The Participant understands and acknowledges that there are certain risks, hazards and dangers that are inherent and integral to any recreational activity which takes place in a wilderness or outdoor environment. The same inherent risks that contribute to the unique character of the activity can be the cause of damage to the person or equipment associated with the activity. The Participant acknowledges that there are no mental or physical problems or limitations associated with Participant's participation in the Activities. The Participant agrees they are voluntarily participating in the Activities with full knowledge of the risks, hazards, and dangers involved, including, but not limited to, those detailed above.

2. Full Release of Liability. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participant hereby knowingly and intentionally agrees to waive and release, indemnify and hold harmless **KEE HOLDINGS, LLC** and **GAUNTLET, LLC**, its members, representatives, and agents from and against any loss, damage, liability, claim, demand, suit or action for damages (including attorneys' fees) occasioned by or growing out of or arising or resulting from, in any way, from his or her participation in the Activities, or participation by his/her minor child in the Activities.

PLEASE READ CAREFULLY BEFORE SIGNING, THIS IS A WAIVER OF CERTAIN LEGAL RIGHTS!

Date: _____
Participant _____

Date: _____
Participant _____

Date: _____
Participant _____

Date: _____
Participant _____