

Student Waiver

THE PATROL FUND, INC. AVALANCHE SKILLS TRAINING ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I am signing this document in consideration of permission granted to me to use the facilities and equipment and to participate in the educational activities (collectively the "Avalanche Skills Training") made available by the The Patrol Fund, Inc. (the "Company"), Winters Sports, Inc., the Flathead National Forest and any of their agents, employees, volunteers and all other persons or entities acting on their behalf (collectively the "Releasees"). I understand that the Avalanche Skills Training will help me to start to learn to recognize and make better informed decisions about potential avalanche areas, but it does not qualify me to travel in any avalanche prone environment without risk.

Some of the activities conducted by the Company and some of the equipment and facilities provided by the Releasees during the Avalanche Skills Training are inherently dangerous, regardless of all feasible safety measures taken by the Company. These activities include, but are not limited to skiing, snowboarding, hiking, climbing, snowshoeing and travel by snowcat, lift, snowmobile or other means. I acknowledge that there are various known and unknown dangers involved in participating in the Avalanche Skills Training, including, but not limited to loss, death or injury by avalanche, collision, impact or due to difficult and dangerous snow and travel conditions and terrain (such as ice, snow, mud, trees, stumps, cliffs, crevasses and tree wells), extreme weather conditions and injury caused by wild or domestic animals.

I EXPRESSLY ACKNOWLEDGE THAT THE ACTIVITIES IN WHICH I CHOSE TO PARTICIPATE INVOLVE INHERENT AND OTHER RISKS AND THAT I COULD SUFFER PROPERTY DAMAGE, INJURY, ILLNESS OR DEATH WHILE PARTICIPATING IN THESE ACTIVITIES.

I VOLUNTARILY PARTICIPATE IN THE AVALANCHE SKILLS TRAINING WITH AN UNDERSTANDING OF THESE RISKS, AND DESPITE ANY KNOWN OR UNANTICIPATED RISKS.

I ACKNOWLEDGE AND ASSUME ALL RISK OF LOSS, DAMAGE, ILLNESS OR INJURY AS A RESULT OF THESE ACTIVITIES.

I have a duty to act reasonably; to not use the Releasees' equipment or facilities unless I have permission from the Company for such use; and to not knowingly or negligently engage in any conduct that contributes to or causes injury to myself or any other person. It is my sole responsibility to determine whether participation in any activities is beyond the scope of my physical fitness and other abilities.

On behalf of myself, my heirs, executors, administrators, representatives, successors or assigns, I waive any and all right and claim for damages; I further RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE, and I agree to hold the Releasees and their agents, directors, officers, owners, representatives, employees, successors, assigns or any other person or entity acting on behalf of the Releasees free and harmless from any and all claims, demands, or other causes of action arising directly or indirectly from my participation in the activities of the Company, and my use of the Releasees' equipment or facilities, including any such claims that allege negligent acts or omissions of the Company or the Releasees.

I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. Dated: _____

_____ Signature of participant

_____ Print name

Participant is under the age of 18 years. I am the legal guardian or parent of participant, and I enter into this Acknowledgement and Assumption of Risk on behalf of participant.

_____ Signature of parent or legal guardian

_____ Print name