



Beartooth Mountain Christian Ministries  
130 Trinity Trail, Fishtail MT 59028  
Beartoothchristiancamp.org  
Phone: 406-328-6825



## Visitor/Group Release of Liability and Assumption of Risk

### PERMISSION FORM AND AUTHORIZATION TO TREAT

I realize there are certain risks associated with the activities at Beartooth Mountain Christian Ministries. I give permission for my child/ward to participate in all activities at BCC. All groups agree to hold BMCM free from liability. Group shall now and in the future protect, defend, and hold BMCM, it's officials, officers, agents, employees or volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or emergency treatment medical treatment of a person or damage to any property including reasonable costs for investigation and defense thereof (including and not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of, or incident to this Agreement and /or the use of occupancy of the Facilities, or the acts or omissions of the Group's officers, agents, employees, contractors, subcontractors, licenses, or invitees, regardless of where the injury, death or damage may occur, provided; however, that the indemnity provided in this paragraph shall not apply to the extent and degree that the negligence of the BMCM or its agents, officers, or employees, is a contributing and proximate cause of any particular injury, death, or damage. BMCM shall give to Group reasonable notice of any such claims or actions. The Group shall also use counsel reasonably acceptable to BMCM in carrying out obligations hereunder.

I acknowledge that my participation in activities and games entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. The risks include, among other things, certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. These activities include but not limited to volley ball, capture the flag, swimming, diving, slip and slide, climbing wall, zip line, mountain boarding, paintballing, shooting, archery may exposes its participants to the usual risk of cuts and bruises or injuries. Other more serious risks exist as well. Participants may fall off the equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from the zip line location, capture the flag, falling off the diving board, slip and slide etc... raises the possibility of any manner of transportation accidents. The zip line and other activities may be impacted by the weight, limitations, abilities etc... of the participant or any other factor seen or unforeseen which may contribute or increase the probability of injury or exposure to injury.

1. Cables, lanyards, trolleys, wheels, brackets and other associated equipment that may or may not be listed here may fail without notice causing injury or death. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.
2. Furthermore, BMCM employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that BMCM employees and volunteers, or their agents may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation or my child's participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in activities, facilities and equipment, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.
5. Should BMCM or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.
6. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
7. In the event that I file a lawsuit against BMCM, or their agents etc... I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portions shall remain in full force and effect.



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8. **If the participant is a minor, I agree** that this Release of Liability and Assumption of Risk agreement (“RELEASE”) is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. **I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this agreement.**
9. **If the participant is a minor, I further agree** to defend, indemnify and hold harmless BMCM employees, volunteers and agents from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.
10. The camper(s) listed below has my permission to be transported by BCC staff members or with a member(s) of the staff in an emergency vehicle, should an emergency occur. In the event of illness or injury, I authorize any member of the BCC ministry team to secure emergency medical treatment for my minor child/ward. I also understand that my insurance plan will be primary payment of any treatment that is rendered to my child/ward.
11. I authorize the camp nurse to give my child/ward over-the-counter medication as needed from the camp medical supplies (this is in addition to the medications/vitamins your camper needs to take on a regular basis that are sent from home). I give permission for photos of my child/ward to be used by BCC in promotional material. In the event I do not want photos of my child/ward to be used by BCC in promotional material I am to check the box below.
12. In consideration of not being required to sign a fresh copy of this RELEASE before each visit, I further agree that this RELEASE shall apply to all future visits by me and by the minor participant until he/she is 18 years old in full, including Paragraphs 8 and 9.
13. Beartooth Mountain Christian Ministries (BMCM) Food Services makes effort to identify ingredients that may cause allergic reactions for those individuals with food allergies. Items marked gluten friendly are made with no gluten containing ingredients. Effort is made to instruct our food production staff on the severity of food allergies. Because of the number of meals served and the number of items used each day, along with food product changes from our food vendors, it cannot be guaranteed that every allergen or nut based foods in the food served will be identified and labeled. The possibility that manufacturers of the commercial foods we use could change the formulation at any time, without notice also exists. Customers concerned with food allergies must be aware of this risk. BMCM cannot assume any liability for adverse reactions to food consumed, or items one may come in contact with while eating at BMCM campus. Students/Campers with life threatening food allergies who may need to use an epi-pen should be carrying their own. BMCM Dining staff is NOT trained to administer epi-pens and CANNOT provide or administer them. If BMCM is able to accommodate a specific food accommodation there may be an additional charge. Please contact BMCM with further questions or concerns.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant’s right to maintain a lawsuit against BMCM, volunteers, or agents or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature (Participant or Parent/Legal Guardian if under age of 18) \_\_\_\_\_ Today’s Date: \_\_\_\_\_

Print Name of Participant \_\_\_\_\_ Birth Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_ Relation \_\_\_\_\_

By checking this box,  I do not want any photos of my child/ward to be used by BCC in promotional material.