

**INSURANCE WAIVER RELEASE OF LIABILITY  
EAGLE MOUNT BILLINGS PARTICIPANT**

**PARTICIPANT NAME** \_\_\_\_\_

**EMERGENCY PHONE** \_\_\_\_\_



In consideration of being allowed to participate in any way in Eagle Mount Billings, and/or Disabled Sports USA recreation programs, related events, and activities, I and/or the minor participant, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, the undersigned:

1. **Agree that prior to participating I will inspect to the best of my ability, or if a parent and/or legal guardian I will instruct the minor participant to inspect the best of his/her ability, the facilities and equipment to be used, and if I believe anything is unsafe, I and/or the minor participant will immediately advise an Eagle Mount Billings staff person of such condition(s) and refuse to participate.**
2. **Acknowledge and fully understand that I and/or minor participant, will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result only from my/their own actions, inaction's, or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further, that there may be other risks not known to me or not reasonable foreseeable at this time.**
3. **Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.**
4. **Release, waive, discharge and covenant not to sue Eagle Mount Billings, and/or Disabled Sports USA, its affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, their heirs, and, if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.**
5. **Give permission for Eagle Mount Billings to obtain for me emergency medical treatment, as they deem advisable.**
6. **Give permission for Eagle Mount Billings to use photographs, videos and general information about me in their efforts to publicize their programs.**
7. **Acknowledge and fully understand that Eagle Mount Billings staff members have the authority to exclude participants from the program for behavior they deem unsafe. Use of alcohol and illegal drugs, or being under the influence, is unsafe behavior.**
8. **Eagle Mount regards safety as our first concern. Participants in any of the programs may be removed or excluded for behavior that is deemed by Eagle Mount Billings to be a danger to self or others.**
9. **Understand and agree that information regarding our participant's disability or family background will be kept strictly confidential.**

Please read before signing: I have read the complete waiver and release and I understand that I may have given up substantial rights by signing. I have not changed this orally and I sign this release voluntarily.

_____ <b>Printed Name</b>	_____ <b>Signature</b>	_____ <b>Date</b>
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For Participants of minor age:  
This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

_____ <b>1<sup>st</sup> Parent/Guardian's Name</b>	_____ <b>Signature</b>	_____ <b>Date</b>
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**Emergency Phone** \_\_\_\_\_

_____ <b>2<sup>nd</sup> Parent/Guardian's Name</b>	_____ <b>Signature</b>	_____ <b>Date</b>
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**Emergency Phone** \_\_\_\_\_

\*NOTE: If 2<sup>nd</sup> parent signature is not possible, 1<sup>st</sup> parent/guardian certifies that the 2<sup>nd</sup> parent/guardian has authorized participant to pursue this activity and the 2<sup>nd</sup> parent/guardian agrees to all items stipulated above.

**Eagle Mount Billings  
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Billings, MT 59101-1934  
Phone: 245-5422 – Fax 245-4390**