



MIDDLE FORK LODGE
In the Heart of the Idaho Wilderness

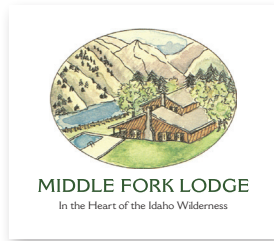
Waiver & Release of Liability

I, _____, hereby acknowledge that I have voluntarily requested lodging at the **Middle Fork Lodge** and voluntarily agreed to participate in the activities associated with the **Middle Fork Lodge**.

In consideration of the **Middle Fork Lodge** providing me with lodging and furnishing other services and/or equipment to enable me to participate in the outdoor activities available in the Frank Church River of No Return Wilderness (hereinafter "Wilderness Area"), I agree as follows:

I fully understand, acknowledge and recognize that the **Middle Fork Lodge** is located in the Wilderness Area and is isolated from medical and other emergency services. I further fully understand, acknowledge and recognize that: (a) there is an element of risk and danger in any adventure, sport or activity conducted in the Wilderness Area; (b) my participation in such activities and/or use of the facilities and/or equipment of **Middle Fork Lodge** may result in injury or illness, including, but not limited to bodily injury, disease, strains, fractures, partial or total paralysis, death or other ailments that could cause serious disability; (c) these risks or dangers may be caused by the negligence of guides, employees, officers, shareholders or agents of **Middle Fork Lodge**; the negligence of other guests or accidents, ticks, snakes, wolves, bears or other animals, the forces of nature or other causes. These risks or dangers may arise from foreseeable or unforeseeable causes. By my lodging at the **Middle Fork Lodge**, use of its facilities or equipment, and my participation in the outdoor activities, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the guides, employees, officers, shareholders or agents of the **Middle Fork Lodge** or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the **Middle Fork Lodge, Middle Fork Holding Company, Inc., Middle Fork Management Company, Inc.**, and its agents, officers, shareholders and employees, from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of the facilities and/or the equipment of the **Middle Fork Lodge**, or my participation in outdoor activities in the Wilderness Area. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts of or conduct by the agents, officers, shareholders or employees of the **Middle Fork Lodge, Middle Fork Holding Company, Inc., Middle Fork Management Company, Inc.**



I further release all guides, officers, shareholders, guests or employees of the **Middle Fork Lodge, Middle Fork Holding Company, Inc., Middle Fork Management Company, Inc.** from any claim whatsoever which I may have against them on account of first aid, treatment or service rendered or not rendered during use of the facilities and/or equipment of the **Middle Fork Lodge, Middle Fork Holding Company, Inc., Middle Fork Management Company, Inc.** and my participation in outdoors activities in the Wilderness Area.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELEASE THE MIDDLE FORK LODGE, ITS GUIDES, EMPLOYEES, OFFICERS, SHAREHOLDERS AND AGENTS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Dated this _____ day of _____, 20__

GUEST/PARTICIPANT:

(Signature)

(Printed Name)