

Cottonwood Country Club^{NR}

PO Box 31902
Billings MT 59107-1902
406-670-4133

Release and Indemnity Agreement

Signed waiver must accompany membership application/day pass.

Following is a release and indemnity agreement which is required of all members and guests of Cottonwood Country Club^{NR} participating in Cottonwood Country Club^{NR} events/activities. Those without completed forms will be asked to leave and forgo participation.

(I)(We), _____ and _____, agree to RELEASE, HOLD HARMLESS AND INDEMNIFY the Cottonwood Country Club^{NR}, its officers and board of directors and its members from any and all liability, claims and cause of action arising out of or in any way connected with loss due to theft, abandonment, accident, vandalism or any other cause in respect to damage to cars, trucks, motor homes, travel trailers, awnings and any other personal or real property belonging to members, guests or day visitors. Cottonwood Country Club^{NR} assumes no liability whatsoever for personal injury of any kind to any members, visitors or guests during his or her stay and members, visitors and guests are strongly cautioned and urged to behave responsibly and prudently. Members, visitors and guests are reminded that they utilize the land and facilities at their own risk.

(I)(We) recognize that that any event/activity including but limited to traveling on the highways, participating in physical activities, such as hiking, rafting, swimming, volley ball, camping, hiking, forces of nature or the actions of participants and other persons are taken at my own risk, and in no way will hold the Cottonwood Country Club^{NR} or the focal in charge of the event responsible for any claim.

(I)(We) agree to RELEASE, HOLD HARMLESS AND INDEMNIFY the Cottonwood Country Club^{NR}, its officers and board of directors and its members from any and all liability, claims and cause of action arising out of or in any way connected with my participation, or the participation of any minor that I am signing on behalf of, in any events/activities offered by the Cottonwood Country Club^{NR}.

(I)(We) personally assume all risks for myself/ourselves and any minor (I) (We) sign on behalf of. The terms of this agreement shall serve as a release and indemnity agreement for my heirs, personal representative, and for all members of my family, including any minors.

Governing Law and Construction: This Agreement will be governed by and construed in accordance with the laws of Montana, without regard to the principles of conflicts of law. Participant(s) agree that action arising out of or in connection with this Agreement shall be brought solely in courts of the State of Montana, in Yellowstone county, or the United States District Court for Montana, (ii) hereby consents to the jurisdiction of the courts of the State of Montana and the United States District Court for Montana, and (iii) agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

(Parents or legal guardians must sign for all persons under eighteen (18) years of age.) (I)(We) have read this release and indemnity agreement and have fully informed myself of its contents before I have signed it.

Signature of Participant 1 _____ Date _____

Signature of Participant 2 _____ Date _____