HOLD HARMLESS, ASSUMPTION OF RISK, AND PHOTOGRAPHY AGREEMENT

This Agreement (hereinafter "Agreement"), for good and valuable consideration acknowledged as received, is entered into as of the date below, between Triple "D" Game Farm, Inc., of 190 Drake Drive, Kalispell, Montana 59901 (hereinafter "Triple D"); and
(Name)
(Address)
(hereinafter "Participant" or "I"); Triple D has in captivity animals which, if not in captivity, would be considered wild animals or wildlife (hereinafter "Animals"), that are used for video, still photography, and purposes of observation.
Participant desires to photograph or videotape or otherwise observe those Animals designated by Participant or Participant's group or group leader.
I agree that the Animals I intend to photograph, videotape, or use for purposes of observation: (1) have had contact with human beings and have been born and raised in captivity, but are descendants of wild animals; (2) have behavior traits that are wild and unpredictable; and (3) could revert back to their wild behavior. I agree that the locations for the photography and other related activities are on uneven ground with small holes, sticks, logs, rocks, trees, water areas, and various other minor ground disturbances that may pose a walking difficulty and hazard. I acknowledge these activities are not without risk. I agree that I am in normal health and am responsible for my own actions. I agree that my participation in the activities subject to this Agreement constitutes an acceptance of these risks.
I agree to hold Triple D, its officers, shareholders, agents, employees or assigns and heirs of individuals described in this sentence as well as any landowner whose property is used for a photography location and the landowner's heirs, agents, employees or assigns harmless from any personal property theft, damage, or other loss of my property, as well as damage, injury, illness, accident, emergency, death that I or any of my employees, contractors, or agents sustain as the result of the actions of the Animals, land conditions at the photography locations, transportation to or from such locations, or during related activities.
I agree that I will neither photograph nor distribute, publish or make public in any manner photographs of: (1) any of the Triple D facilities, including cages, pens, or exercise areas; (2) Animals when on leash or in cages or pens; and (3) Triple D employees, either with or without the Animals; without Triple D's written authorization. I agree that photographs I take in violation of this paragraph will not be distributed, published or otherwise made public. Further, I agree to not touch or to make other physical contact with the Animals. (my initials)
The laws of Montana govern this Agreement without regard to Montana's conflicts of law provisions. I consent to the exclusive jurisdiction of the state and federal courts sitting in the state of Montana and agree that Kalispell, Montana shall be the venue of any dispute between the parties hereto unless both parties mutually agree otherwise. All unresolved disputes arising under this Agreement shall be submitted to arbitration in Kalispell, Montana. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$10,000. All cost of litigation including attorneys' fees, unless gross negligence or willfulness by Triple D is proven, shall be borne by Participant.
I have read and fully understand the contents and legal ramifications of this Agreement. I willingly enter into this Agreement and agree that it does not constitute a contract of adhesion. I understand that this is a legally binding and enforceable contract. I agree that if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force and effect.
Dated this day of, 2014. BY Triple "D" Game Farm, Inc.
BY Participant