

**ROPES COURSE AGREEMENT**

This Agreement is made by and between Montana Children’s Home and Hospital, doing business as Shodair Children’s Hospital (“Shodair”) and \_\_\_\_\_ (“Organization”).

**RECITALS**

WHEREAS, Shodair provides psychiatric care to children and adolescents at its campus in Helena, Montana;

WHEREAS, as part of its recreational programming for patients, Shodair built and utilizes a ropes course on its campus;

WHEREAS, Organization wishes to use the ropes course to promote teamwork, problem-solving, and bonding among its employees;

WHEREAS, Shodair is willing to allow Organization to use the ropes course under the terms and conditions below;

NOW THEREFORE, in exchange for the following consideration, the parties agree as follows:

1. Organization agrees to require all participants to sign Shodair’s Participant Acknowledgement and Assumption of Risk Agreement.
2. Organization agrees to obtain and provide Shodair a copy of its general liability insurance policy that provides coverage of at least \$1 million per occurrence and \$3 million aggregate and that names Shodair as an additional insured before usage
3. Shodair may, in its sole discretion, decide to end the Organization’s use of the ropes course based on group safety, personal safety, or equipment safety.
4. Shodair will not charge a fee for Organization’s use of the ropes course. Organization is welcome to make a donation to the Montana Children’s Foundation.
5. Organization agrees to defend, indemnify, and hold harmless Shodair, its officers, trustees, employees, volunteers, and agents from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys’ fees) that arise out of or in connection with: (1) the breach of this Agreement by Organization; or (2) Organization’s agents’ or employees’ negligent or intentionally wrongful acts or omissions.
6. The indemnification provided in this Agreement shall supplement, and not supersede or replace, any protection or rights that may be afforded to Shodair or Organization under any insurance policies maintained by the parties that provide coverage for an act that may serve as the basis for a claim of indemnification hereunder. Shodair and Organization waive all rights of subrogation each may hold with respect to the other party.

**MONTANA CHILDREN’S HOME AND HOSPITAL**

**ORGANIZATION**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_