RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant's Name (Please Print)_____**Phone (_____)**_____

Address_____**City**_____**State**_____**Zip**_____

DISCLOSURE OF HAZARDS AND DANGERS

IDAHO OUTFITTERS strives to provide you a safe and enjoyable experience. However, riding horses, going on wagon rides and cattle drives, being around cattle, horses and other farm animals, fishing, boating, canoeing, hiking, being in the barn, barnyard and other out-buildings, being around machinery, equipment, and other objects, and participating in activities on the ranch by their very nature include risks of serious injury or death

HAZARDS ON THE RANCH and some conditions of nature may pose a risk to your safety while on a horse or other ride, or while just being on the ranch. These hazards include but are not limited to: exposure to outdoor elements including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, wind, temperature and all other weather conditions; risk of cold and heat related injuries including but not limited to frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, dehydration, fatigue chill, dizziness; attack by or encounter with wild and domestic animals, insects and reptiles (including snakes) that walk, run, fly nearby, bite or sting a horse or person; irregular footing on wild land or on natural or groomed surfaces inside or outside of buildings. Additional hazards include poorly maintained fences, loose or strung barbed wire, machinery and equipment, hand and power tools, holes, bridges, culverts, bumps, logs, snags, stumps, branches, and bushes on, off, or along the side of trails or in other areas on the ranch. All these conditions are subject to constant change according to weather, time of day or night, and use by man or beast. This is not a complete listing of the possible hazards that may be encountered on the ranch.

HORSES AND CATTLE are much bigger, faster, and stronger than a person and have minds of their own. No horse is a completely safe horse. Without warning they can run, kick, buck, bite, bump, shy, stumble, rear, trample, fall, jump, butt, step on a persons feet, and, make unpredictable movements, all this without warning or apparent cause.

EQUIPMENT FAILURE and/or malfunction of my own or others' equipment. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.

MY OWN NEGLIGENCE AND/OR THE NEGLIGENCE OF ALL OTHERS including employees, agents, independent contractors or representatives of releasee.

MY AGREEMENT TO ASSUME ALL RISK, RELEASE LIABILITY, INDEMNIFY, AND WAIVE ALL CLAIMS

In consideration for being permitted to participate in any way in activities provided by releasee, it's agents, affiliates, or partners, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or entities, herein referred to as releasee: Idaho Outfitters Inc, Idaho Outdoor Adventure LLC, Lazy R Ranch Inc, Black Canyon Grazing Association.
2. To **INDEMNIFY**, defend, save and release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for death, personal injury, property damage, disability, illness, disease, or damage to me or to spectators or other third parties arising from **ANY** active **OR** passive **NEGLIGENCE** of the releasee or otherwise.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasee, other than what is set forth in this Agreement.
4. Should the releasee or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I **EXPRESSLY ASSUME** the risk of death or injury that may result from any of the listed or other unlisted, known or unknown, natural or man-made hazards with dangers associated with my participation in activities provided by or associated with the releasee.
6. I now **WAIVE ALL CLAIMS** against releasee for **ANY** damage rising from my participation in activities provided by or associated with the releasee.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT <u>I HAVE GIVEN UP LEGAL RIGHTS</u> BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AND HAVE BEEN GIVEN AN OPPORTUNITY TO ASK ANY QUESTIONS OR TO REQUEST ANY CLARIFICATIONS, AND HAVE HAD MY QUESTIONS ANSWERED.

I acknowledge and agree that releasee and/or realeasee's shareholders, employees, staff, and agents may take photographs of my ride, and use and publish the photographs taken in any and all forms of media for purposes of publicity, illustration, commercial art, advertising, publishing (including publishing on Lessor's website(s)) for any product or services, or any other lawful uses as may be determined by releasee in its sole discretion. I hereby waive all rights of prior review or approval of releasee's uses of the photographs taken during my activities on the ranch.

I consider myself physically and mentally capable of safely riding a horse and participating in all the other activities I choose to participate in and have listed any medications or conditions that would affect my ability to participate.

HEADGEAR FOR HORSERIDING IS RECOMMENDED AND PROVIDED

[ ] I **WILL** wear headgear while riding. * [ ] I **WILL NOT** wear headgear while riding.

*(By Refusing a helmet I understand that I have been fully warned and advised by Idaho Outfitters Inc of the risks of injury or death by not wearing a helmet)

_____ _____ _____

Adult Signature or Signature of Parent/Guardian **Print Name & Title** **Date**

Please list any Medical Conditions or Physical Fitness Conditions that may be important in case of injury_____

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