

WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY

WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED

Wildhorse Mountain Ranch & Outfitters, (hereinafter referred to collectively as “The Company”) and employees, representatives, officers and agents (hereinafter referred to collectively as “The Company Employee’s”).

I, _____ (please print full name of ADULT) hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns

1. I agree as a precondition to my participation in trail rides, wagon/sleigh rides and all other related activities organized by “The Company” and conducted by “The Company” and/or “The Company Employees” and in further consideration of “The Company” allowing me to do so, to be strictly bound by the terms of this. Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as “This Agreement”).

2. I acknowledge that trail rides, wagon/sleigh rides or hiking, campfires and all other related activities involve **INHERENT RISKS** that may cause serious injury and possibly death to participants. I further recognize that backcountry trails, horse, wagon/sleigh rides and all other activities involve **ADDITIONAL RISKS AND DANGERS**.

3. I fully understand the risks and dangers associated with my participation in this wagon/sleigh, trail ride or hunting/fishing or related activities and **ACCEPT SAME ENTIRELY AT MY OWN RISK**.

4. I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against “The Company” and “The Company” Employees and **RELEASE** “The Company” **AND EMPLOYEES** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by me as a result of my participation in this wagon/sleigh or trail ride or hunting/fishing or any other related activity, **DUE TO ANY CAUSE WHATSOEVER** including, without limitation, negligence on the part of “The Company” or “The Company” Employees. I further **AGREE TO INDEMNIFY** “The Company” and “The Company” Employees for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.

5. I appreciate that This Agreement applies whether “The Company” is at fault or not and it limits the liability of “The Company” Employees are not formal parties to This Agreement. I understand that “The Company”, in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of “The Company” Employees, who shall to this extent be or be deemed to be parties to This Agreement.

6. I agree that the Ranch may use photographs or videos that I appear in for positive promotional purposes;

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE “WILDHORSE RANCH” OR “WILDHORSE MOUNTAIN RANCH & OUTFITTERS” EMPLOYEES AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

Do not sign until you understand All the Items Above.

Please PRINT Clearly:

PARTICIPANT’S NAME: _____

ADDRESS: _____ CITY _____ PROV. _____

EMAIL: _____ PHONE # _____

SIGNATURE of PARENT or PARTICPANT*** _____

****If the person who is to enter this Agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign on behalf of the minor.**

Signed this _____ Day of _____, 20_____

DATE

WITNESS (signed by Wildhorse Ranch Staff)