

## Indian Creek Guest Ranch

### **COMPLETE WAIVER AND RELEASE AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING.**

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

In consideration for my being permitted to participate in the activities of Indian Creek Guest Ranch, LLC and the use of the property, animals, if any, and facilities, I agree to the following Waiver and Release:

I acknowledge that horseback riding, hiking, fishing, boating, rafting, mountain biking, hunting, and general ranch activities have inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO:

1. The propensity of animals to behave in ways that may result in injury, harm, or death to persons on or around them;
2. The unpredictability of an animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, man-made or natural;
6. Hiking in rugged country;
7. Encounters with wildlife, animals, and insects;
8. Capsizing, drowning, and hypothermia;
9. Temperature extremes;
10. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury: and

I understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with representatives of Indian Creek Guest Ranch, LLC. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICE OF INDIAN CREEK GUEST RANCH, LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heir's, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS AND FOREVER DEFEND INDIAN CREEK GUEST RANCH, LLC, its owners, members, directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in activities or use of the facilities, including but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death resulting from NEGLIGENCE of Indian Creek Guest Ranch, LLC, its owners, members, directors, officers, agents, employees and volunteers or from any other cause or causes. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Indian Creek Guest Ranch, LLC, its owners, members, directors, officers, agents, employees and volunteers as a result of any injury, paralysis, or death suffered in connection with my use of the facilities and participation in the activities of Indian Creek Guest Ranch, LLC.

I am in good physical health and have the ability to safely engage in equine activities. My riding ability is (please initial):

\_\_\_\_Beginner \_\_\_\_Advanced Beginner \_\_\_\_Intermediate \_\_\_\_Advanced Intermediate \_\_\_\_Advanced

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
PHONE NUMBER

\*\*If under eighteen years of age, parent, guardian, or custodian must also sign the following indemnification.

**INDEMNIFICATION**

In consideration for the above minor being permitted by Indian Creek Guest Ranch, LLC to participate in activities of horseback riding, boating, rafting, fishing, hiking, mountain biking, hunting and all general ranch activities which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS, AND FOREVER DEFEND Indian Creek Guest Ranch, LLC, its owners, members, directors, officers, agents, employees, and volunteers from and against any claims, actions, causes of action, liabilities, suits, and expenses (including reasonable attorneys' fees) made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of Indian Creek Guest Ranch, LLC and his or her use of the property, animals, and facilities of Indian Creek Guest Ranch, LLC including but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death resulting from NEGLIGENCE of Indian Creek Guest Ranch, LLC, its owners, members, directors, officers, agents, employees and volunteers or from any other cause or causes. I, for myself, and on behalf of said minor, further agree not to sue Indian Creek Guest Ranch, LLC, its owners, members, directors, officers, agents, employees, and volunteers as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities or use of the facilities of Indian Creek Guest Ranch, LLC.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN OR CUSTODIAN OF MINOR CHILD

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINT NAME OF PARENT, GUARDIAN OR CUSTODIAN OF MINOR CHILD

\_\_\_\_\_  
PRINT NAME OF MINOR CHILD