

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Elk River Outfitters, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ERO"), I hereby agree to release, indemnify, and discharge ERO, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in therapy programs with horses and horseback riding activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks may include, but is not limited to: exposure to and travel in rugged terrain, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; exposure to temperature and weather extremes; losing control of you horse and falling; my own physical condition, and the physical exertion associated with this activity. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Riding a horse requires the participant to balance on the saddle. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, ERO employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ERO from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ERO's equipment or facilities, **including any such claims which allege negligent acts or omissions of ERO.**

4. Should ERO 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 certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against ERO, I agree to do so solely in the state of Montana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ERO on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Participant Signature _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ERO to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ERO from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

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PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT ADDENDUM

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Elk River Outfitters (hereinafter collectively referred to as "ERO") that we should wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while participating in horse riding activities in order to protect against and reduce the severity of potential head trauma that could result in serious injury, including death, as the result of a fall, collision, kick from a horse, or other occurrence associated with horse activities. Against the advice of ERO, the guide/instructor, common sense, and ERO's insurance company, I (and any Minor for whom I am signing) am refusing to wear a helmet and assuming all risk of injury. I further agree to indemnify and hold harmless ERO from any and all claims that are brought by, or on behalf of myself, and any listed Minor, as the result of head trauma resulting from participation in any horse activities.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Rider or Participant: _____ Print Name: _____ Date: _____

If the rider or participant is a minor:

Parent or Guardian: _____ Print Name: _____ Date: _____