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## **WAIVER AND RELEASE AGREEMENT**

**Please read carefully before signing.**

**This is a release of liability and waiver of certain legal rights**

In consideration of my participation in the equestrian, hiking, hunting and/or fishing services provided by Absaroka-Beartooth Outfitters, Inc., I agree to the following Waiver and Release:

I acknowledge that equestrian, hiking, hunting and/or fishing activities have inherent risks, hazards, and dangers that cannot be eliminated, particularly in a wilderness environment.

I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

### **Equestrian Activities**

- a) the propensity of an equine to behave in ways that may result in injury or harm to or death of persons on or around the equine;
- b) the unpredictability of an equine's reaction to such things as, for example, sounds, sudden movement, unfamiliar objects, persons, other animals, injury, fright, or medications;
- c) natural hazards such as surface and subsurface ground conditions, water conditions, unexpected and rapid weather changes, snakes, wild animals and other such conditions as may cause an equine to startle, bolt, stumble, fall, or act in an unpredictable or uncontrolled manner;
- d) collisions with other equines or objects;  
careless and negligent conduct or behavior of a third party, the potential of another participant to not maintain control over an equine or to not act within the range of the person's ability resulting in injury to myself, others or property; equipment failure, saddle slippage, entanglement in equipment, fences, gates or other structures;

- e) falls or painful crashes resulting in impact with the ground, fences, walls, or other solid structures, being kicked, stepped on, trampled, jolted, jarred, bounced, or entangled in ropes or riding gear;
- f) injury to myself or other persons, other animals and property due to my own negligence and/or failure to exercise reasonable care, take adequate precautions or act in a manner consistent with personal abilities and physical conditions.

### **Hiking, Hunting and/or Fishing Activities**

- a) risks of handling firearms and being near others that have firearms in their possession which could result in injury to myself, other persons, or animals from shooting, accidental discharge, misfire or other firearm incidents;
- b) being subjected to various risks which may result from hiking, horseback riding and camping in rugged country;
- c) encounters with wildlife, animals, plant life, snakes and insects;
- d) temperature extremes that could result in illness or injuries including but not limited to frost bite, heat exhaustion, heatstroke, sunburn, hypothermia and dehydration;
- e) inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury;
- f) certain natural hazards such as surface and sub-surface conditions, mountainous terrain, water flow, underwater conditions that can result in slips, falls, or drowning;
- g) encountering variations in terrain, such as creeks, water, bridges, traveled roads, stumps, forest growth, debris, rocks and cliffs, and other obstacles, obvious or not obvious, man-made or natural;
- h) high altitude sickness;
- i) actions of third party participants; and
- j) my own negligence and/or failure to exercise reasonable care, take adequate precautions and act in a manner consistent with personal abilities and physical condition.

I understand the risks, hazards, and dangers described above for equine, hiking, hunting and fishing activities are not intended to be an all inclusive list of and conditions exist that have not been identified. **As a participant in equine, hiking, hunting or fishing activities at Absaroka -Beartooth Outfitters, Inc., I acknowledge that it is my responsibility to remain alert and aware of my surroundings and failure to do so may result in my own injury or injury to others.**

I have had the opportunity to discuss the risks, hazards, and dangers with Absaroka-Beartooth Outfitters, Inc. I understand that equestrian, hiking, hunting and fishing activities require good physical conditioning and a degree of skill and knowledge. I believe I have good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. 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 SERVICES OF ABSAROKA-BEARTOOTH OUTFITTERS, INC., WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, DEATH, OR OTHER HARMS.

All personal property brought to, maintained or stored in or about the premises or taken on outings while participating in the services provided by Absaroka-Beartooth Outfitters, Inc. by or on behalf of myself or other participants shall be brought at our sole risk.

I ACKNOWLEDGE, UNDERSTAND AND AGREE that Absaroka-Beartooth Outfitters, Inc. shall not be liable for any damage to our property or for the loss of property which may be sustained by us arising from any cause whatsoever, including but not limited to, damage from fire, water or weather related causes, rodents, Acts of God, and mysterious disappearances, the active or passive acts or omissions or negligence of Absaroka-Beartooth Outfitters, Inc. or third persons. I hereby release Absaroka-Beartooth Outfitters, Inc. from liability and waive all right of recovery for damage or loss of this property.

INTERPRETATION: This release shall be construed and enforced in accordance with the laws of the State of Montana. To the extent that any provision herein is inconsistent with Montana law, Montana law will control.

CHOICE OF LAW: Any action arising from participation in activities related to this agreement shall be brought in the State of Montana, in the Sixth Judicial District Court of Sweet Grass County.

INDEMNIFICATION: I agree to indemnify Absaroka-Beartooth Outfitters, Inc. for all costs related to any action arising from participation in activities pursuant to this agreement.

SEVERABILITY: I agree if any part, term or provision of this Agreement is held to be invalid, illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

MERGER CLAUSE: This document contains the entire agreement between the parties.

**Caution**

**Do not sign this release agreement unless you have read it and fully understand it**

I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Absaroka-Beartooth Outfitters, Inc., its directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable costs and attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity 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 to me or my property as a result of my engaging in these activities or the use of Absaroka-Beartooth Outfitters, Inc. horses, services or equipment, whether such damages, loss, injury, paralysis, or death results from negligence of Absaroka-Beartooth Outfitters, Inc. , or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Absaroka-Beartooth Outfitters, Inc., as a result of any injury, paralysis, or death suffered in connection with my use and participation in the equine activities of Absaroka-Beartooth Outfitters, Inc.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE WAIVER AND RELEASE. I UNDERSTAND THIS RELEASE, AND I AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT PARTICIPATION IN ANY CAPACITY IN THE EQUINE, HIKING, HUNTING AND FISHING ACTIVITIES WILL RESULT IN EXPOSURE TO CERTAIN INHERENT RISKS, OTHER RISKS, HAZARDS AND DANGERS, AND MAY RESULT IN SERIOUS INJURY, DEATH, LOSS OR DAMAGE TO PROPERTY OR OTHER HARMS AND I AGREE TO ASSUME THE LIABILITY FOR SUCH SERIOUS INJURY, DEATH, LOSS, DAMAGE OR OTHER HARMS. I AM NOT AT THE TIME OF SIGNING THIS DOCUMENT UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
City                      State              Zip

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Email address

## INDEMNIFICATION ON BEHALF OF MINORS

If a minor under eighteen years of age, will participate in the foregoing activities, a parent, guardian, or custodian must sign the following indemnification.

In consideration for the minor listed below being permitted by Absaroka-Beartooth Outfitters, Inc., to participate in equestrian, hiking, hunting and/or fishing activities, I agree to the following waiver, release and indemnification:

The undersigned parent, guardian, or custodian of the minor listed below, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Absaroka-Beartooth Outfitters, Inc., its directors, officers, agents, employees, and volunteers from and against any claims, demands, expenses, liabilities (including reasonable costs and attorney's fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minors participation in the activities of Absaroka-Beartooth Outfitters, Inc. I, for myself and on behalf of said minor, further agree not to sue Absaroka-Beartooth Outfitters, Inc., as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of Absaroka-Beartooth Outfitters, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent, Guardian or Custodian of Minor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Minor (if over 14 years of age)

\_\_\_\_\_  
Printed Name of Minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Address