

Participant Agreement, Release and Acknowledgement of Risk – (Please Read Both Pages)

In consideration of the services of JUNIPER MOUNTAIN OUTFITTERS, INC., their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "JMO"), I hereby agree to release and discharge JMO, on the behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that guided hunting with horses and horseback trail rides/horse camps entails known and unanticipated risks which 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 include, among other things: Contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times base 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 us and wear. JMO may misjudge the risks of the terrain or weather, the horse you are assigned to ride, and your abilities. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance which can result in falling from the horse. Furthermore, JMO guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate 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 JMO 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 JMO's equipment or facilities, including any such claims which allege negligent acts or omissions of JMO.
- 4. Should JMO 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 cost.
- 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 have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume... and bear the costs of... all risks that may be created, directly or indirectly, by and such condition. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.
- 6. In the event that I file a lawsuit against JMO, I agree to do so solely in the state of Idaho, and I further agree that the substantive law of the 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 should 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 JMO 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.

Signature of Participant: _____ Print Name: _____

Address: _____

Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

Check here if you would like to receive information on our children's summer horse camp program.

In consideration of _____ (print minor's name) ("Minor" being permitted by JMO to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless JMO 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: _____

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Juniper Mountain Outfitters, Inc. (hereinafter collectively referred to as "JMO"), that we should purchase and/or wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while riding or being around horses (whether on the premises of Juniper Mountain Outfitters, Inc. or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of JMO, the guide/instructor, numerous court cases and JMO's insurance company, we are effusing this critical safety precaution.

SIGNER STATEMENT OF AWARENESS

I/we the undersigned have read the foregoing statement carefully before signing and do understand its warning and assumption of risks.

Signature of Rider (spouse must sign for themselves) **Date**

Signature of parent, guardian and or spouse **Name of additional minor(s) rider(s)** **Date**