

Elkhorn Ranch, Inc. Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

In consideration of the services of ELKHORN RANCH, Inc., their agents, owners, stockholders, officers, volunteers, participants, employees, associated tour companies and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ER"), I hereby agree to release and discharge ER on behalf of myself, my parents, my heirs, assigns, personal representative and estate (hereinafter collectively referred to as "I" or "myself") as follows:

1. **Inherent Risks** I acknowledge that the following describes some, but not all of the risks that I might encounter while at the ER or while participating in activities at or through the ranch. I acknowledge that guest ranches with activities like horseback riding, water related activities and numerous other pastimes entail known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities of the guest ranch experience.

I acknowledge that **horseback riding** entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I also understand and acknowledge that failing to use or properly use safety type equipment such as protective headgear or slip on lace-less style riding boots with smooth soles and heels increases my risk of injury or of not surviving an accident or incident while horseback riding. I agree and acknowledge that the term "HORSE" herein shall refer to all equine species and the term(s) "HORSEBACK RIDING" OR "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or while mounted on the animal. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.

I acknowledge that horseback riding is classified as a RUGGED ADVENTURE OR RECREATIONAL ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. I understand and acknowledge that riding while pregnant presents numerous obvious and non-obvious inherent risks to me and my unborn baby or babies. Per this document, I acknowledge being advised that, according to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals; related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I understand and acknowledge the fact that no horse is a completely safe horse; horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground, it will generally be at a distance from 3-6 feet, and the impact may result in injury to the rider. I understand and acknowledge that horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become a unit of movement with another much larger stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. I understand and acknowledge that if a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing directions or speed at will, shifting its weight, bucking, rearing, kicking biting, or running from danger. I understand that riders should not carry loose items while riding (IE - toys, purses, hats not fastened securely) that may fall, blow away, flap in the wind or make sharp noises that could frighten the horse; riders should not yell or scream or make other sharp noises that could scare the horse. I understand and acknowledge that saddle girths (saddle fasteners around the horse's belly) may come loose and cause saddle slipping; in the event I notice mine or another rider's saddle slipping it will be my responsibility to notify the guide/wrangler immediately to get assistance in re-securing the saddle. I understand and acknowledge that, upon mounting a horse and taking up the reins the RIDER is in primary control of the horse; as such, my safety as the rider largely depends upon my ability to carry out simple instructions, and my ability to remain balanced aboard the moving animal. I also understand and acknowledge that this ranch is NOT responsible for acts, occurrences or elements of nature (IE -thunder; lightening; rain; wind; wild and domestic animals, insects or reptiles that may run, fly near, bite and/or sting a horse or person; irregular footing on out-of-door groomed or wild terrain) that can scare a horse, cause it to fall or cause it to react in some other unsafe way.

I acknowledge that I may choose to participate in **other activities/pastimes** while at the ER - each of which will have its own known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. Other activities include things like hiking, campfires, a swimming pool, horse shoe games, etc., each of which has elements of risk.

I acknowledge and understand that the ER facilities and horseback riding terrain are located in **desert/ranch environment** that has numerous obvious and non-obvious inherent hazards including, but not limited to, cliffs, rocks, holes, fences, machinery, stumps, logs, ditches, debris, roads, trails, washes, streams, rugged terrain, cacti or other flora, stinging and/or poisonous insects and reptiles, and forces of nature. I acknowledge that, in the desert area in which ER is located, participants may experience extreme environmental

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and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my or the other participants ability to react or respond. I may encounter dangerous wildlife, insects, etc.; communication in the terrain in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., can occur.

I specifically acknowledge also that this activity involves **lodging in a rustic Arizona style guest ranch** with cabins which may present "comfort style" issues for which I accept responsibility. I acknowledge that food preparation is an integral part of this activity and that I and other participants will be eating in a lodge/community style environment or in the outdoors and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and/or illness; I acknowledge my responsibility to inform ER of any specific food related allergies and I acknowledge that ER can not be responsible for allergies, illness or diseases related to meals and food preparation. I specifically acknowledge that, in the event I choose to consume alcohol during my ranch stay, I will bear complete responsibility for my self and for any damages I may cause to ER, its property or to other guests. I acknowledge that my time at the ER may require me to use equipment that I might not be familiar with and will require me to interact with other guests and participants with whom I am also unfamiliar; any of these things can cause my discomfort and stress and have inherent risks.

ER is **not a "Common Carrier"** but rather is in the business of providing horse back riding and ranch stays. Transportation to and from the activity is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by ER and may involve errors in judgment by ER staff operating the vans, buses, cars or other type transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death. By signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my use of ER transportation or travel.

Furthermore, ER **guides/wranglers have difficult jobs to perform**. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. Errors in horse selection may happen - horse and human relationships are not an exact science. 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. **Express Assumption of Risk** I expressly agree and promise to accept and assume **ALL** 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. **Release and Waiver of Rights Including for Claims Of NEGLIGENCE** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ER 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 ER's equipment or facilities, including any such Claims which allege **negligent** acts or omissions of ER.
4. **Indemnity** As liquidated damages, I agree that, should ER 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 (in other words, pay for...) for **ALL** such fees and costs.
5. **Personal Skill and Insurance** I certify that I have sufficient skill and fitness to participate in the activities offered by ER I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.
6. **Medical Issues** I further agree that, in the event that ER deems it necessary to administer emergency first aid or CPR or to remove me from its activities or premises or from the field or to seek emergency medical care for me that, by signing this document, I am giving ER permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against ER for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from ER activities or the field.
7. **Photographic Assignment** I understand that ER reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its premises and I hereby agree that ER may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by ER.
8. **Release as Contract and Personal Capacity** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own

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free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with ER.

9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against ER, I agree to do so solely in the State of Arizona, 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 to submit to the jurisdiction of the Arizona courts. I 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; this document is intended to be interpreted as broadly as possible. A copy (including electronic versions) of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement/Contract between myself and ER and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

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 ER on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT - INCLUDING ALL 3 PAGES. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ Printed Name: _____
Address: _____ E-mail address _____
City: _____ State: _____ Country: _____
Postal Code: _____ Phone#: _____ Date: _____

Parent Signature: _____ Printed Name: _____
Parent Signature: _____ Printed Name: _____
Address: _____ E-mail address _____
City: _____ State: _____ Country: _____
Postal Code: _____ Phone #: _____ Date: _____

Parents or Guardians Additional Indemnification (Must be completed for participants under 18 years of age) I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed above; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that ER relies to its detriment on this representation and would not allow the minor child to participate in its programs or activities without this representation. In consideration of _____ (print minor's name) ("Minor") being permitted by ER to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ER from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent Signature: _____ Printed Name: _____ Date: _____
Parent Signature: _____ Printed Name: _____ Date: _____

Witnessed by Elkhorn Ranch, Inc.

ER Crew Signature: _____ Printed Name: _____ Date: _____

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