

## **AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY**

*Please read this contract carefully. It releases Sawtooth Valley Outfitters LLC from liability and waives certain rights.*

In consideration of being permitted to participate in an outdoor recreation trip with Sawtooth Valley Outfitters LLC, d/b/a Redfish Corral, d/b/a Mystic Saddle Ranch (hereinafter "MSR"), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in an outdoor recreation trip with MRS, which trip may include horseback riding, hunting, fishing, backpacking, hiking, driving and riding all-terrain vehicles, and camping (hereinafter collectively and individually the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that I am a "participant" pursuant to I.C. § 6-1202, that participating in the Activities involves certain inherent dangers and risks that cannot be altered, eliminated, lessened, or controlled by MSR, the presence of which are integral to the adventurous nature of the Activity. I contractually agree that the following list of dangers and risks that could cause physical or emotional injury or death are "inherent" with and in the recreational activity pursuant to I.C. § 6-1206, and I acknowledge that there are other inherent dangers or risks not listed below: **a) Risks associated with horseback riding and hiking in the backcountry, including:** unmaintained or rough trail; path and/or trail obstructions; slipping, tripping, or falling; variations in terrain; exposure to steep terrain; unstable or loose rock or other terrain; trail and ledge side drop-offs; errors in wrangler or guide judgment or lapse in guide or wrangler skill; failure or malfunction of equipment or tack, including slipping saddles; falling off an equine animal; being thrown from, bucked off, kicked by, stepped on, or bitten by an equine animal; being caught in tack or ropes and dragged by an equine animal; allergic reactions to equine animals; falling or other injurious contact with equine animals, equipment, or fencing; all risks generally associated with the wild nature of equine animals, including unexpected spooking or behavior; unpredictable reactions of equine animals to such things as medication, sounds, sudden movement, unfamiliar objects, wildlife, people, or other animals; hazards such as surface and subsurface ground conditions; collisions with other equine animals or objects; the failure of other participants to maintain control over equine animals or to act outside of abilities; unmarked obstacles; collisions with natural and man-made objects; collisions with other trail users; getting lost; and equipment failure or malfunction; **b) Risks associated with hunting and archery, including:** being shot with firearm ammunition or an arrow; injuries associated with discharging a firearm or shooting a bow; poor marksmanship by co-participants; hearing loss; unsafe firearm or bow handling; accidental discharge; lack of proper firearm or bow training; failure or malfunction of any firearm, archery equipment, or firearm ammunition; **c) Risks associated with use of knives, including:** cuts, punctures, jabs, and all manner of injuries caused by unsheathed blades; improper use; lack of knowledge or skill; dull or chipped blade surfaces; and unsafe handling during field dressing and skinning; **d) Risks associated with fishing and being around or in water, including:** falling into water; water immersion, including drowning; falling into unfamiliar water with submerged hazards; bank collapse; exposure to fishing hooks and lines; injurious contact with your own fishing equipment or that of other participants (including MSR's equipment); slipping, tripping, or falling while wading or walking along the water's edge; and errors in guide judgment, or lapse in guide skill; **e) Risks associated with all-terrain vehicle driving and riding, including:** variations in terrain; mechanical and equipment failure, malfunction, or failure to operate as intended; failure to understand how to safely operate a vehicle; manufacturing defects; collisions with other participants' vehicles or those belonging to members of the public; collisions with trees, natural and man-made objects, and equipment; exposed, hidden, unmarked and marked boulders, rocks, holes, stumps, trees, tree roots, cliffs, depressions, gullies, mine shafts, fences, and closed areas; ejection from a vehicle; overturning of a vehicle; burns; falling out of a vehicle; being run over by a vehicle; failure to understand instructions; exceeding Participant's driving skills; unmaintained and hazardous trails and/or roads; and trail and/or road obstructions; **f) General risks associated with participating in the Activity, being on a recreational trip with other participants, staying at a remote camp and relying on guides, including but not limited to:** slipping, tripping, or falling; steep, rough, and/or slippery trail conditions; exposure to various dangerous wildlife or insects, including bison, elk, moose, grizzly bear, black bear, mountain lions, wolves, bee or wasp stings, and tick, bat, rodent, or snake bites; exposure to dangerous or poisonous plants; allergen exposure; falling trees, limbs, rocks, or other objects; moving objects associated with extreme weather; temperature fluctuations; extreme or partial darkness; wind, hail, snow, lightning, heavy rain, storms, and other adverse weather conditions; wildfire or uncontrolled camp fire and associated smoke; burns or burning associated with campfires, cook stoves, hot surfaces and sun exposure; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens; cooking related dangers; exposure to food allergens; flash floods; landslides; earthquakes; rock-fall; mudslides; avalanche; mental or physical shock; discharge of weapons in or near the area of Activity; dangerous water crossings; mentally or physically unstable, negligent or criminal trip participants; all manner of outdoor injuries or ailments including brain injury, spinal injury, paralysis, broken bones, burns, internal injury, sickness or disease, exacerbation of Participant's own health condition(s), hypothermia, sunburn, frostbite, heatstroke, dehydration, hyponatremia, and altitude sickness; getting lost; lack of shelter; lack of access to immediate medical care due to remote location; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, boats, or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; errors in wrangler, guide, or staff judgment or lapse in wrangler, guide, or staff skill; and mental, physical, or emotional injury or distress from

exposure to any of the above. I understand that MSR has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activities despite the dangers and risks of doing so and freely choose to accept the risks of participating in the Activities. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activities. I expressly acknowledge and assume all risks, dangers, and consequences of the Activities, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

**3. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activities. I understand the importance of all safety instructions given to me, whether in writing, visually, or verbally, and agree to follow all guide instructions at all times while engaging in the Activities. Further, I represent that I have had the opportunity to both independently research and discuss with MSR the risks of participating in the Activities and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activities. I acknowledge and agree that it is my sole option to use or to decline the use of a helmet for the Activity. I understand and assume all risks associated with declining the use of a helmet. I understand that Participants aged 6 through 12 years old are required to wear a helmet to participate in the Activity. I understand that I am responsible for truthfully disclosing and notifying MSR of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume drugs or alcohol during my trip, I will bear sole responsibility for myself and for any damages I may cause to MSR, its property or to other guests. I acknowledge that, in order to preserve the wilderness experience, MSR may not utilize communications devices for the purpose of receiving warnings or related information that could impact safety during the Activity, from any source. I expressly agree that MSR shall have no duty to utilize communications technology of any kind, including satellite technology, for that purpose, and I expressly assume all risk associated with the lack of any such information. I am not relying on any prior oral, written, or visual representations made by MSR, including in any website or promotional materials, to induce me to participate in the Activities. With all of the foregoing in mind, I assume full responsibility for my own safety.

**4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for MSR's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE SAWTOOTH VALLEY OUTFITTERS LLC**, its affiliated companies and subsidiaries, or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, contractors, and shareholders (each hereinafter a "Released Party") for any property damage, injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not gross negligence, recklessness, or willful misconduct).

**5. Agreement to Indemnify:** I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the undersigned Participant and/or a third party arising in whole or in part from Participant's participation in the Activity, including claims based on negligence or any other cause of action except gross negligence. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, including claims for negligence or any other cause of action except for gross negligence, the undersigned will be required to pay back to each and every Released Party or Parties all sums of money incurred by or paid by or on behalf of the Released Party or Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

**6. Medical Authorization, Release, and Indemnification:** I hereby: a) authorize the Released Parties to undertake any emergency medical care for me; b) authorize the Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; c) agree that, following my transport to any such medical facility or hospital, the Released Parties shall not have any further responsibility for me; d) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and e) shall hold each and every Released Party harmless from any claims associated with such medical care and/or related transportation.

**7. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be

bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity and sign this document out of a desire to have the minor Participant be allowed to participate in the activity. I represent that I am a **legal** parent or guardian of the minor Participant, and I will indemnify the Released parties for any damage caused to them if this representation is false.

**8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the minor Participant.

**9. Agreement to Application of Idaho Law and Selection of Forum:** I agree that any and all claims directly or indirectly arising from or related to this Agreement, including any and all tort or contract claims arising from my participation in the Activity under this Agreement, shall be governed by Idaho law, and that the exclusive jurisdiction for any claim shall be in the Custer County, Idaho District Court, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

**10. Miscellaneous Provisions:** I agree that MSR may utilize my photograph, or video of me participating in the Activities for any purpose, and that any such image is the property of MSR. If any sentence, clause, paragraph, or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing, and it supersedes and replaces any prior Agreement to Assume All Risks I have signed. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that MSR is not a common carrier.

**I HAVE CAREFULLY READ THE FOREGOING THREE PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Full Name**

\_\_\_\_\_  
**Date**

If signing on behalf of a minor, printed full name of minor Participant (s):

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## MYSTIC SADDLE RANCH'S ADDENDUM TO AGREEMENT TO ASSUME ALL RISKS (HELMET WAIVER)

The undersigned Participant executes this Addendum to the *Agreement to Assume All Risks* or *Agreement to Assume All Risks; Release of Liability/Agreement Not to Sue* ("Agreement") hereby incorporated within the Agreement, and further acknowledges and contractually agrees as follows:

- 1. Helmet Use.** Participant is participating in a horseback ride with MSR. MSR recommends the use of helmets for every horseback rider. Helmets are required for all horseback riders aged six to twelve, and are available upon request.
- 2. Heightened Risks.** Participants who choose not to wear a helmet while participating in a horseback ride with MSR expose themselves to heightened and additional risks to those assumed by a Participant as previously acknowledged in the Agreement. The inherent risks of the horseback ride are heightened and enhanced by the fact that Participant is not wearing the recommended protective head gear. Therefore, all risks inherent to participating in a horseback ride are heightened, and the risk of injury or death is correspondingly higher. These risks may include but are not limited to: head injuries, including brain injury, neck injury, spinal injury, paralysis, hematoma, skull fractures, punctures, and concussion.
- 3. Participant's Acknowledgements and Assumptions of Risk.** I understand and agree that if I choose not to wear the recommended helmet while participating in a horseback ride with MSR, I am exposing myself to the heightened and additional risks noted above. I understand and acknowledge the increased risk associated with not wearing a helmet during a horseback ride and willingly assume those heightened and additional risks.

To the extent any language in this Addendum conflicts with the Agreement, this Addendum shall control. To the extent Participant is a minor, I sign this Addendum on behalf of the minor Participant.

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**Signature**

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**Printed Full Name**

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**Date**

If signing on behalf of a minor (13-17yrs old), printed full name of minor Participant (s):

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*Please note that all children, 6-12yrs old are required to wear helmets. Helmets are strongly recommended and encouraged for all participants.*