

## RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT

This RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT (RELEASE) is voluntarily and knowingly entered into by

**PRINTED NAME**

\_\_\_\_\_, hereinafter PARTICIPANT and Equitour, Ltd. (doing business as Equitours), its owners, employees, officers, and directors, hereinafter collectively referred to as PROVIDER. As the PROVIDER, Equitour, Ltd., acts only in the capacity of a travel agent arranging horseback riding related vacations operated and controlled by independent Outfitters. Each Outfitter is a separate individual or company that is not affiliated with PROVIDER and over whom PROVIDER has no control. PARTICIPANT will likely be required to sign a Release similar to this one by each independent Outfitter.

This document is a full release and indemnity agreement whereby PARTICIPANT is releasing and indemnifying PROVIDER from various inherent risks, known and unknown involving various recreational activities including, but not limited to, horses and horse-type activities and further releasing PROVIDER from PROVIDER'S negligence, if any, and, further releasing PROVIDER from any results of the inherent risks and PROVIDER'S negligence, such results including, but not limited to, property damage, bodily and personal injury, illness, paralysis, or death.

PARTICIPANT will be engaged in activities involving horses and other potentially dangerous recreational activities. PARTICIPANT is informed and understands: 1) That there are significant risks and dangers involved with horses and horseback riding and that horses are powerful and potentially dangerous animals; 2) That a horse may, at any time, without warning, and for no reason, jump up, forward, backward, or sideways; 3) That a horse may become uncontrollable, run wildly, buck, bite, kick, rear up, or step on feet or other body parts without warning; 4) Horses become tired, stressed, cantankerous, and their behavior is unpredictable; 5) A horse may trip, stumble, and/or fall down when being led, ridden, or otherwise attended to; 6) That weather, terrain, other animals, and/or people and other PARTICIPANTS may adversely affect a horse's behavior; 7) That these risks, and others, are inherent with horse and other activities which risks may not be anticipated, controlled, or eliminated by PROVIDER and, further, PROVIDER has no duty to do so; 8) That these risks and activities in general can cause property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family; 9) That PROVIDER and/or other people and PARTICIPANTS may, on occasion, be NEGLIGENT (NEGLIGENT meaning, generally, a failure to exercise ordinary or reasonable care) in their duties and responsibilities to PARTICIPANT and this NEGLIGENCE can cause property damage, bodily and personal injuries, illness, paralysis, and death to you or members of your family; 10) That the horseback riding activities and other activities will sometimes be in wilderness, and otherwise remote areas and that bodily and personal injuries, illnesses, paralysis, and other injuries may occur to you where you are a considerable distance from doctors, hospitals, and any type of medical help or assistance. PROVIDER strongly recommends the use of a riding helmet which may minimize the risks of head and other injuries.

For and in consideration of the monies paid, agreements contained in this document, and your participation in PROVIDER'S program, PARTICIPANT does hereby completely release, acquit, and forever release and discharge PROVIDER, their successors, personal representatives, and assigns of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from, property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family as a result of participation in PROVIDER'S program or in conjunction with recreational activities or PROVIDER'S NEGLIGENCE. This RELEASE includes, but is not limited to, all claims or causes of action whether based on a tort, contract, or any other theory of recovery, which the PARTICIPANT now has or which may hereafter accrue or may otherwise be acquired on account of or may in any way grow out of any recreational activities including, but not limited to, any and all claims for emotional distress, loss of consortium, loss of companionship, loss of income, bodily or personal injury to PARTICIPANT, or members of PARTICIPANT'S family, or any wrongful death claim or punitive damage or any other claim of PARTICIPANT'S representatives or heirs which have resulted or may result from the recreational activities, acts, omissions, or NEGLIGENCE of PROVIDER.

PARTICIPANT further stipulates and agrees in further consideration, to fully indemnify and hold forever harmless PROVIDER against loss from any and all claims, demands, or actions which may hereinafter or at any time be made or brought against PROVIDER by any person or entity who has made, or agreed to make payments on PROVIDER'S behalf for any medical expenses or any other obligations incurred by PARTICIPANT as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to PARTICIPANT or any members of PARTICIPANT'S family arising out of PROVIDER'S activities. PARTICIPANT further agrees and stipulates to indemnify and hold forever harmless PROVIDER against loss from any and all further claims, demands, or actions which may hereinafter or at any time be made or brought against PROVIDER by any person or entity who claims to have been damaged, or who asserts a claim as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to PARTICIPANT arising out of PROVIDER'S activities.

PARTICIPANT further stipulates and agrees to fully indemnify and hold forever harmless PROVIDER from any action, claim, demand, obligation, cause of action, damages, costs, loss of services, expenses, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from property damage, bodily and personal injury, illness, paralysis, and/or death to any person, including minors and incompetents over whom and for whom PARTICIPANT has custody, control, and/or other legal responsibilities.

PARTICIPANT acknowledges and agrees that PARTICIPANT'S participation in PROVIDER'S recreational activities and riding program is completely voluntary and PARTICIPANT acknowledges all risks, known and unknown, accepts all risks, known and unknown, and assumes full responsibility for all risks, known and unknown, including, but not necessarily limited to, those risks identified in this RELEASE and acknowledges and accepts full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to PARTICIPANT and/or members of PARTICIPANT'S family. Further, PARTICIPANT represents: 1) PARTICIPANT has completely and fully read this document, agrees to its terms, has been given ample opportunity to seek legal counsel to review and advise PARTICIPANT as to the legal effect of this RELEASE and has been provided additional opportunities to ask questions and make inquiries of PROVIDER regarding this RELEASE; 2) PARTICIPANT warrants and represents he/she has no medical problems which might interfere with PARTICIPANT'S participation in PROVIDER'S program; 3) PARTICIPANT is voluntarily participating in the recreational and horse activities with full knowledge of the activities and the risks involved; 4) PARTICIPANT accepts and assumes the risks and legal responsibilities for any and all injuries and damages which may result from those risks associated with participation in recreational or horseback riding activities; 5) PARTICIPANT warrants and represents that he/she can fulfill any physical requirements involved with recreational and horse activities; 6) PARTICIPANT understands that the presence of PROVIDER'S personnel is no assurance of PARTICIPANT'S safety or lessens any risks assumed by PARTICIPANT; 7) PARTICIPANT warrants and represents that he/she has obtained adequate medical/disability/life insurance or other monies to cover losses to himself or others.

PARTICIPANT agrees to the CONDITIONS OF BOOKING as follows: 1) PARTICIPANT must arrange travel to and from the starting point of the tour; 2) PARTICIPANT must carry valid travel documents appropriate to the destination; 3) the cost of the tour includes only those items described in the itinerary and other costs incurred are extra; 4) If the PROVIDER cancels a ride at any time, the PROVIDER will refund only the amount the PARTICIPANT has paid to the PROVIDER; 5) PROVIDER is not responsible for problems PARTICIPANT may have due to travel delays or restrictions, medical problems, customs regulations, natural disasters, acts of terrorism, acts of war, or actions of carriers; 6) PROVIDER is not responsible for airline accidents or loss of luggage; 7) for PARTICIPANT'S protection, the ride leader appointed by the outfitter reserves the rights to prevent anyone from riding whose riding ability is insufficient or whose behavior endangers the safety or welfare of other riders or horses. No refund will be made to people who are prevented from riding for any such reason nor to anyone who is unwilling or unable to complete a tour; 8) PARTICIPANT agrees to notify the PROVIDER if they do not wish a picture of them to be used in any of the PROVIDER'S promotional material, otherwise, the PROVIDER reserves the right to use the same; 9) PARTICIPANT agrees a facsimile or other electronically transmitted signature has the same force and effect as an original; 10) PROVIDER is not responsible for the Outfitter's negligence or other breach of duty, or for any accidents, injuries, etc., that occur while PARTICIPANT is engaged in the Outfitter's activities.

This RELEASE shall not be canceled, modified, or changed in any manner except by the written agreement of both PROVIDER and PARTICIPANT. The invalidity of any portion of this RELEASE shall not affect the validity of the remaining RELEASE.

It is agreed that this RELEASE and its provisions shall be governed by the law of the State of Wyoming, a state of the United States.

THE UNDERSIGNED PARTICIPANT HAS READ AND FULLY UNDERSTANDS THIS RELEASE WHICH MUST BE COMPLETELY SIGNED AS INDICATED AND RETURNED BEFORE YOUR ARRIVAL.

X

SIGNATURE OF ADULT PARTICIPANT

PRINTED NAME

DATE OF EXECUTION

I/We declare that I am (we are) the parent/legal guardian of \_\_\_\_\_, a minor, and am/are signing this RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT on behalf of said minor. I/We hereby assume full legal responsibility for all expenses and liabilities of the above named participant and agree to hold Equitour, Ltd. harmless from any and all liability for claims on behalf of said participant, and authorize the use of appropriate medical treatment for said minor participant in the event of an injury.