



## PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

The services of WolfHorse Outfitters, agents, owners, officers, volunteers, participants, employees, all persons, entities acting in any capacity on behalf herein after referred to as "WH.O.". I hereby release and discharge WH.O. on behalf of myself, my children, parents, heirs, assigns, personal representative and estate as follows:

1. I acknowledge horseback, packtrips, and drop camps entail 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 cannot be eliminated without jeopardizing essential qualities of the activity.

Risks include, all horses and livestock activities. Irrespective of previous behavior and characteristics horses may act or react unpredictably based upon instinct, fright, or lack of proper control by rider; latent or apparent conditions in equipment, animals or property; acts of other participants, adverse weather conditions; contact with plants or animals; my physical condition or my acts of omissions; condition of remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment or other services rendered; consumption of food and drink.

Further, WH.O. guides have difficult jobs. They seek safety, but are not infallible. May be unaware of a participant's fitness or abilities, misjudge the weather, elements, or terrain, may give inadequate warnings or instructions, and equipment might malfunction.

2. I agree and accept and assume all of the risks existing. My participation in this activity is voluntary, and elect to participate in spite of risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WH.O. 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 WH.O.'s equipment or facilities, including any such claims which allege negligent acts or omissions of WH.O.

4. Should WH.O. or anyone on their behalf, be required to incur attorney's fees to enforce agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover damage I may cause or suffer while participating, agree to bear costs of such injury or damage. I certify that I have no medical or physical conditions which could interfere with my safety or else I am willing to assume-bear costs of--all risks created, directly or indirectly, by any such condition.

6. In the event I file a lawsuit against WH.O., I agree to do so solely in the state of New Mexico, 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.

**By signing, I acknowledge that if anyone is hurt, property damaged, during my participation, I have waived my right to maintain a lawsuit against WH.O. on the basis of any claim that I have released them herein. I have read and understand this document, and agree to be bound by its terms.**

Participant Signature \_\_\_\_\_ Print Name(s) \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

How did you hear about us?  Website  Brochure  Word of mouth  Local Business  Return Guest

Other \_\_\_\_\_

### PARENTS / GUARDIAN'S INDEMNIFICATION (completed for participants under the age of 18)

In consideration of \_\_\_\_\_ ("Minor") permitted by WH.O. to participate in activities and to use its equipment and facilities, I agree to indemnify and hold harmless WH.O. from any and all Claims which are brought by on behalf of minor, and which are in any way connected with such use or participation by Minor.

New Mexico State law protects operators, owners, trainers, promoters and others from liability for injuries which are the result of an equine animals behavior. Ride at your own risk. Equine Liability Act SJC/Senate Bill 268.aa1993.

Parent/Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_