

**USER RELEASE OF LIABILITY AGREEMENT  
BITTERROOT OUTFITTERS**

I, the undersigned, hereby acknowledge that I have voluntarily applied to engage in an activity of horseback riding with Bitterroot Outfitters.

There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness, including but not limited to camping, riding, climbing, hiking, tracking, fishing, hunting and the presence of use of saddle animals, dogs, firearms and other weapons ( referred to herein as "activity"), and the use of any related equipment.

**ACKNOWLEDGMENT OF RISKS:** I understand that the activity of horseback riding involves numerous inherent risks of injury that are an integral part of such an activity. I assume full responsibility for all such risks, including loss of control, collisions, and obstacles, whether they are obvious or not obvious. I and/or my family further understand that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unexpectedly or unpredictably at times, and I also assume such risks.

I understand that I may encounter variations in terrain which may result in injury or damages. I acknowledge that these are my responsibility and I assume the risk for these hazards, including creeks, growth, debris, rocks, cliffs and other hazardous surface or subsurface conditions and obstacles, wheatear they are obvious or not obvious, manmade or natural. I understand that animals are unpredictable and that the risk of injury is inherent to the activity.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I will engage in, I confirm that I am physically and mentally capable of participation in the activity and/or using equipment. I also assume responsibility for the damage to or loss of personal property as the result of any accident that may occur.

**COVENANT OF GOOD FAITH:** I recognize that you, BITTERROOT OUTFITTERS , as provider of goods and /or service, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse to terminate, the participation of any person you judge to be incapable or meeting the rigors or requirements of participation in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

**RELEASE OF LIABILITY:** As lawful consideration for being permitted by outfitters to participate in any of the referenced activities, I DO HEREBY RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE, AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Bitterroot Outfitters, the United States Forest or Parks Department, any government agency who's property any activity scheduled may be required to utilize , and all of their officers, members , organizations, agents and employees for any injury or death caused by or resulting from my participation in the activities described above, whether or not such injury or death was caused by their negligence or from any other cause.

This contract shall be legally binding upon me, my heirs, my estate, assigns, legal guardians, and my personal representatives.

**I HAVE READ AND UNDERSTAND THE FOREGOING USER RELEASE OF LIABILITY AGREEMENT.**

Participant's name (print): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

In an emergency, notify (Name & phone ): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_