

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of Muir Trail Ranch and the use of the property, animals, if any, and facilities, I agree to the following Waiver and Release:

I acknowledge that horseback riding, hiking, fishing, boating or hunting has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The propensity of the animals to behave in ways that may result in injury, harm, or death to persons on or around them;
2. The unpredictability of the animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks and cliffs and other obstacles whether they are obvious or not obvious, man-made or natural;
6. Hiking in rugged country;
7. Encounters with wildlife, animals, and invertebrates (insects, spiders, etc.);
8. Temperature extremes;
9. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury;
10. The risk of handling firearms and being near others that have firearms in their possession.

I understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with Muir Trail Ranch. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF MUIR TRAIL RANCH WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS MUIR TRAIL RANCH, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of outfitter or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Muir Trail Ranch as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Muir Trail Ranch.

I am in good physical health and have the ability to safely engage in equine activities. My riding ability is (please initial);

___Beginner ___Advanced beginner ___Intermediate ___Advanced intermediate ___Advanced ___Does not apply

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature

Date

Print name

Mailing address

City, State, ZIP/Postal Code

Phone number(s)

If under eighteen (18) years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by Muir Trail Ranch to participate in the activities which include, without limitation, the use of its services, animals, and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Muir Trail Ranch, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of Muir Trail Ranch and his or her use of the property, animals, if any, and facilities of Muir Trail Ranch. I, for myself and on behalf of said minor, further agree not to sue Muir Trail Ranch as a result of any injury, paralysis, or death that said minor suffers in connection with his/her participation in the activities of Muir Trail Ranch.

Signature of Parent, Guardian, or Custodian of Minor(s)

Date

Print name(s) of Minor(s)
