

SHOAL CREEK OUTFITTERS RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing express Assumption of Risk Associated with Hunting, Fishing, Horseback riding and Related Activities.

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with hunting, fishing, and horseback riding activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and weapons used in hunting, fishing, and horseback riding is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment which may have been rented, borrowed or personally owned.
3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Shoal Creek Outfitters, including but not limited to operator error.
4. Discharge of weapons, whether accidental, intentional, or caused by malfunction of the same.
5. horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
6. Acknowledge that horseback riding is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
7. Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
8. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and all other weather conditions.
9. Attack by or encounter with insects, bear, mountain lion, and/or other animals.
10. Accidents or illness occurring in remote places where there are no available medical facilities.
11. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
12. My sense of balance, physical coordination, and ability to follow instructions.

\* I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in hunting, fishing, horseback riding and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named person or entities, herein referred to as releasees: Shoal Creek Outfitters.

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Adult Participant \_\_\_\_\_

Name of Adult Participant (Please Print) \_\_\_\_\_

Date \_\_\_\_\_

For participants of minority age: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent or adult legal Guardian \_\_\_\_\_

Name of Parent or adult legal Guardian \_\_\_\_\_

Date \_\_\_\_\_