

# WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

## PLEASE READ CAREFULLY

**Warning:** By signing this agreement, you give up the right to sue for any injury or damages howsoever caused.

To: **Outpost at Warden Rock (operated and owned by Warden Rock Ltd.)**

(hereinafter, referred to collectively as "The Company") and employees, representatives, officers and agents (hereinafter referred on collectively as "The Company's Employees").

I,

Hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in a trail ride, wagon/stagecoach/carriage ride, organized by "The Company" and conducted by "The Company" and/or "The Company's Employees", and in further consideration of "The Company" allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "This Agreement").
2. I acknowledge that trail rides, wagon/sleigh/carriage rides involve inherent risks that may cause serious injury and possibly death to participants. I further recognize that backcountry trails, horse and wagon/sleigh/carriage rides involve additional risks and dangers.
3. I fully understand the risks and dangers associated with my participation in this wagon/sleigh/carriage or trail ride and accept same entirely at my own risk. In the event I ride my own horse(s), board him with "The Company", and horseback ride without a guide, I must provide proof I hold personal liability insurance covering horse-related activities. "The Company will not insure any horse or any horse's rider, which is not owned by "The Company".
4. I hereby waive any and all claims which I may have against "The Company" and "The Company's Employees" and release "The Company" and employees from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation in this wagon/sleigh/carriage or trail ride, due to any cause whatsoever including without limitation, negligence on the part of "The Company" or "The Company's Employees". I further agree to indemnify "The Company" and "The Company's Employees" for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
5. I appreciate that This Agreement applies whether "The Company" is at fault or not and it limits the liability of "The Company's Employees" to the same extent as it limit the liability of "The Company" even though "The Company's Employees" are not formal parties to This Agreement. I understand that "The Company", in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of "The Company's Employees", who shall to this extent be or be deemed to be parties to This Agreement.

***I have read and understand this agreement. I understand that this document contains a promise not to sue "The Company" or "The Company's Employees" and a release and indemnity for all claims.***

\_\_\_\_\_  
Signature of Participant/Parent/ Guardian

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
AEF # or Insurance Policy #

Warden Rock Ltd. Per: \_\_\_\_\_

Tim Barton, President

Julie Leavens, Secretary/Treasurer

