

## Montana Cowgirl Camp, LLC. Waiver and Release:

In consideration for my being permitted to participate in the activities of Montana Cowgirl Camp, LLC and the use of the property, animals, and facilities, I agree to the following Waiver and Release:

Under Montana Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Montana Law, Montana code Anno., s27-1-725, 27-1-726, 27-1-727, Montana Statues.

I acknowledge that horseback riding, camping, hiking, fishing, have 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 animal 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 to negotiate and I assume these risks including creeks, water, bridges, roads with or without traffic, wild things, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, manmade or natural;
6. Horseback Riding, Camping, Hiking and Fishing in rugged country;
7. Encounters with wildlife, animals and insects;
8. Temperature extremes and inclement weather;
9. The lack of immediate medical attention in the remote settings around the camp and backcountry camps during all activities whether based from the camp, and during transport to or from any activities.

I understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with the staff of Montana Cowgirl Camp, LLC. I understand that, for myself and for my horse, these activities require good physical conditioning and a competent degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this is purely voluntary. No one is forcing me to participate and I elect to participate despite the risks. I am voluntarily using the services of this business 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 to myself or to my horse.

Lastly, I, for myself, my heirs, successors, executors and subrogees, hereby and intentionally waive and release, indemnify and hold harmless, Montana Cowgirl Camp, LLC, their directors, officers, owners, leasers, landowners, tenants, agents, employees, and/or volunteers [hereinafter collectively referred to as the provider] from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's 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 engaging in these activities or the use of services or property, animals or equipment, whether such damage, loss, injury, paralysis or death results from negligence of the provider, or from some other cause. I, for my heirs, successors, my executors, subrogees, and myself further agree not to sue the provider as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities and services of the provider.

Both my horse and I are in good physical health and have the ability to safely engage in equine activities.

My riding ability is: Beginner\_\_\_\_ Novice\_\_\_\_ Intermediate\_\_\_\_ Advanced\_\_\_\_ [please mark where appropriate]

**I WILL BE WEARING PROTECT HELMET AND/ OR HEADGEAR (Please Initial) \_\_\_\_\_**

**I WILL NOT BE WEARING PROTECT HELMET AND/ OR HEADGEAR (Please Initial) \_\_\_\_\_**

Video/Photography Usage for Montana Cowgirl Camp, LLC.:

Montana Cowgirl Camp has my permission to use, for promotional purposes, video footage or photographs of my participation in any and all horse-related events and activities conducted by Montana Cowgirl Camp, LLC

**I have carefully read, clearly understand, and voluntarily sign this waiver and release agreement.**

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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