



## PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of WolfHorse Outfitters, their agents, owners, officers, volunteers, participants, emplc and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "WH.O."). I h agree to release and discharge WH.O. on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback, packtrips, and drop camps entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: loss of control, collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider; latent or apparent conditions in equipment, animals or property; acts of other participants in this activity, adverse weather conditions; contact with plants or animals; my own physical condition or my own acts of omissions; the condition of remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment or other services rendered; consumption of food and drink.

Further, WH.O. guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WH.O. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of WH.O.'s equipment or facilities, including any such claims which allege negligent acts or omissions of WH.O.

4. Should WH.O. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume--and bear the costs of--all risks that may be created, directly or indirectly, by any such condition.

6. In the event I file a lawsuit against WH.O., I agree to do so solely in the state of New Mexico, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WH.O. on the basis of any claim that I have released them herein.**

**I have read and understand this document, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

How did you hear about us?  Website  Brochure  Word of mouth  Local Business  
 Other \_\_\_\_\_

### PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by WH.O. to participate in it's activities and to use its equipment and facilities, I further agree to indemnify and hold harmless WH.O. from any and all Claims which are brought by, or on behalf of minor, and which are in any way connected with such use or participation by Minor.

New Mexico State law protects operators, owners, trainers, promoters and others from liability for injuries which are the result of an equine animals behavior. Ride at your own risk. Equine Liability Act SJC/Senate Bill 268.aa1993.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_