

**EAGLE RIDGE RANCH WAIVER & ASSUMPTION OF RISK and RELEASE OF LIABILITY**

**Participant Information** (please print)

Name: \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Date of Birth \_\_\_\_\_

**Waiver – Please Read, Sign and Date Release and Indemnity (Adult – 18 years of age or over; Minor – under 18 years of age)**

I, the undersigned, voluntarily make and grant this Waiver & Assumption of Risk and Release of Liability in favor of Eagle Ridge Ranch, LLC, Riverbend Ranch, Yellowstone Horses, and Natural Guardian Limited Partnership (collectively the "Ranch") in consideration for the opportunity to use Ranch facilities and participate in Ranch activities as described below.

I understand that activities undertaken during my stay at the Ranch (including without limitation rope swing; water trampoline; cross-country skiing; mountain biking; canoeing; fishing; riding of animals such as horses; walking; hiking; backpacking; camping; using hot-tubs; eating; operating motorized vehicles such as snowmobiles, automobiles, ATVs and motorcycles) (the "Activities") have inherent risks of injury or death (including without limitation falls, loss of control, altitude sickness, collisions with natural and/or man-made objects, drowning, heat stroke or heat exhaustion, hypothermia or frost bite, insect bites, contact with poisonous plants and animals, animal attacks, dehydration, travel in mountainous terrain, exposure to the forces of nature and possible accident or illness in remote places without available medical facilities) and I hereby expressly, knowingly and voluntarily assume all risk of death, personal injury or damage to personal property sustained while participating in the Activities, including the risk of negligence, disregard, carelessness or breach of duty of or by the Ranch; or hidden, latent, or obvious defects in the equipment, animal carriers or motor vehicles used. I hereby agree and understand that this Agreement covers my use of all Ranch facilities and participation in all Ranch Activities.

**x \_\_\_\_\_ I understand that the Activities are potentially dangerous and hazardous and may involve risk of serious injury or death. I have the opportunity to inspect and investigate to my satisfaction the facilities, conditions, risks and dangers involved in the Activities. I fully accept, assume and undertake any and all risks and dangers involved in the Activities as wholly satisfactory and acceptable to me and agree to use my best judgment in undertaking the Activities.** I further accept my responsibilities and duties to behave prudently and act safely at all times, and to abide by Ranch rules and policies and all local, state and federal laws and regulations.

Knowing the risks involved in the Activities, I agree to assume all the risks and responsibilities surrounding my use of the Ranch facilities and participation in the Ranch Activities. To the extent permitted by law, I hereby waive, release, hold harmless and agree to indemnify Eagle Ridge Ranch, LLC, Riverbend Ranch, Yellowstone Horses, and Natural Guardian Limited Partnership, and their respective owners, members, partners, officers, managers, contractors, employees, representatives, volunteers, and agents, from and against any and all claims for personal injury, property damage, loss, or death which I may suffer, or for which I may be liable to any other person, related to or arising from my use of the Ranch facilities or participation in any Activities resulting from any cause, including but not limited to ordinary or gross negligence.

**I further grant the Ranch the right to photograph and/or videotape me and/or my child and the right to display and use the same for advertising, publicity or promotional purposes without compensation.**

**I certify that I am age 18 or older or that I am with a responsible parent or guardian,** that I have read and understood the contents of this document, and that any questions about it were answered to my satisfaction. I further certify that I assume these risks of my own free will, being under no compulsion or duress. The terms hereof shall bind my heirs, executors, families, administrators and assigns, and shall serve as a waiver, assumption of risk and general release of liability.

**If Participant is under the age of 18, a parent or legal guardian must affirm and sign:**  
I, the undersigned parent or responsible guardian of the Participant, do hereby consent to his/her use of Ranch facilities and participation in Ranch Activities. I agree to the terms and conditions set forth above on behalf of myself, the Participant and his/her heirs, executors, families, administrators and assigns.

\_\_\_\_\_ **x** \_\_\_\_\_  
Date Participant's or Legal Guardian Signature

*Participants under age of 18 list here:* \_\_\_\_\_

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