



# Recreation Activity Release of Liability, Waiver Claims, Express Assumptions of Risk and Indemnity Agreement

Please read and be certain you understand the implications of signing.

## Express Assumption of Risk Associated with Recreation Activities.

I, (participants name) \_\_\_\_\_ do hereby affirm that I have been fully informed of the inherent hazards and risk associated with recreational activity. Including the use of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risk include, but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others equipment.
3. This activity takes place outdoors and therefore includes risk associated with exposure to elements, excessive heat, hypothermia, impact of the body on the weather, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off, or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to the operator error and guide decision making including misjudging terrain, weather, trails, or route location.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/or our reaction time and increase the risk of accident.

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

## Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity(ies) described above 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 persons or property, whether caused by negligence or otherwise, Wildhorn Ranch, LLC and Camp Firewalker, LLC, herein referred to as Releases.
2. To release the releases, their officers, directors, employees, representatives, agents, and volunteers, and vessels 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 releases otherwise. By executing this document, I agree to hold the releases 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 releases, 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 AND UNDERSTAND THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP ALL LEGAL RIGHTS BY SIGNING IT, AND I SIGN FREELY AND VOLUNTARILY WITHOUT AND INDUCEMENT.

**FOR PARTICIPANTS OF MINORITY AGE:** This is to certify the I, as a Parent, Guardian, Temporary Guardian with legal responsibility for the participant, do consent and agree not only to his/her release of all Releases, but also release and indemnify the Releases from and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Parent or Legal Guardian  
if Participant is a Minor (Print)

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Minor (Print)