

READ THIS WARNING! Runamuk Guest Ranch, LLC Itemization of Risks ... page 1 of 2

THIS RECREATIONAL ACTIVITY RELEASE AND ITEMIZATION OF RISKS is voluntarily and knowingly entered into by _____,

hereinafter PARTICIPANT and Runamuk Guest Ranch, LLC(RGR, LLC), its owners, guides, employees, agents, volunteers, officers, and directors hereinafter collectively referred to as PROVIDER.

This document is a full release and indemnity agreement whereby PARTICIPANT is releasing and indemnifying PROVIDER from various inherent risks, known and unknown involving various recreational activities including, but not limited to, horses and horse-type activities and further releasing PROVIDER from PROVIDER'S negligence, if any, and, further releasing PROVIDER from any results of the inherent risks and PROVIDER'S negligence, such results including, but not limited to, property damage, bodily and personal injury, illness, paralysis, or death. PARTICIPANT will be engaged in activities involving horses and other potentially dangerous recreational activities. PARTICIPANT is informed and understands:

- 1) That there are significant risks and dangers involved with horses and horseback riding and that horses are powerful and potentially dangerous animals; there are significant risks and dangers involved with four wheeling;;
 - 2) That a horse may, at any time, without warning, and for no reason, jump up, forward, backward, or sideways;
 - 3) That a horse may become uncontrollable, run wildly, buck, bite, kick, rear up, or step on feet or other body parts without warning;
 - 4) Horses become tired, stressed, cantankerous, and their behavior is unpredictable;
 - 5) A horse may trip, stumble, and/or fall down when being led, ridden, or otherwise attended to;
 - 6) That weather, terrain, other animals, and/or people and other PARTICIPANTS may adversely affect a horse's behavior;
 - 7) That these risks, and others, are inherent with horses, and other activities which risks may not be anticipated, controlled, or eliminated by PROVIDER and, further, PROVIDER has no duty to do so;
 - 8) That these risks and activities in general can cause property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family;
 - 9) That PROVIDER and/or other people and PARTICIPANTS may, on occasion, be NEGLIGENT (NEGLIGENT meaning, generally, a failure to exercise ordinary or reasonable care) in their duties and responsibilities to PARTICIPANT and this NEGLIGENCE can cause property damage, bodily and personal injuries, illness, paralysis, and death to you or members of your family;
 - 10) That the horseback riding and other activities will sometimes be in wilderness, and otherwise remote areas and that bodily and personal injuries, illnesses, paralysis, and other injuries may occur to you where you are a considerable distance from doctors, hospitals, and any type of medical help or assistance.
- PROVIDER strongly recommends the use of a helmet which may minimize the risks of head and other injuries.**

For and in consideration of the monies paid, agreements contained in this document, and your participation in PROVIDER'S program, PARTICIPANT does hereby completely release, acquit, and forever release and discharge, PROVIDER, their successors, personal representatives, and assigns of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from, property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family as a result of participation in PROVIDER'S program or in conjunction with recreational activities or PROVIDER'S NEGLIGENCE. This RELEASE includes, but is not limited to, all claims or causes of action whether based on a tort, contract, or any other theory of recovery, which the PARTICIPANT now has or which may hereafter accrue or may otherwise be acquired on account of or may in anyway grow out of any recreational activities including, but not limited to, any and all claims for emotional distress, loss of consortium, loss of companionship, loss of income, bodily or personal injury to PARTICIPANT, or members of PARTICIPANT'S family, or any wrongful death claim or punitive damage or any other claim of PARTICIPANT'S representatives or heirs which have resulted or may result from the recreational activities, acts, omissions, or NEGLIGENCE of PROVIDER.

PARTICIPANT further stipulates and agrees in further consideration, to fully indemnify and hold forever harmless PROVIDER against loss from any and all claims, demands, or actions which may hereinafter or at any time be made or brought against PROVIDER by any person or entity who has made, or agreed to make payments on PROVIDER'S behalf for any medical expenses or any other obligations incurred by PARTICIPANT as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to PARTICIPANT or any members of PARTICIPANT'S family arising out of PROVIDER'S activities. PARTICIPANT further agrees and stipulates to indemnify and hold forever harmless PROVIDER against loss from any and all further claims, demands, or actions which may hereinafter or at any time be made or brought against PROVIDER by any person or entity who claims to have been damaged, or who asserts a claim as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to PARTICIPANT arising out of PROVIDER'S activities.

PARTICIPANT further stipulates and agrees to fully indemnify and hold forever harmless PROVIDER from any action, claim, demand, obligation, cause of action, damages, costs, loss of services, expenses, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from property damage, bodily and personal injury, illness, paralysis,

and/or death to any person, including minors and incompetents over whom and for whom PARTICIPANT has custody, control, and/or other legal responsibilities. PARTICIPANT acknowledges and agrees that PARTICIPANT'S participation in PROVIDER'S recreational activities and riding program is completely voluntary and PARTICIPANT acknowledges all risks, known and unknown, accepts all risks, known and unknown, and assumes full responsibility for all risks, known and unknown, including, but not necessarily limited to, those risks identified in this RELEASE and acknowledges and accepts full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to PARTICIPANT and/or members of PARTICIPANT'S family. Further, PARTICIPANT represents:

- 1) PARTICIPANT has completely and fully read this document as well as the RGR, LLC Booking Conditions, agrees to its terms, has been given ample opportunity to seek legal counsel to review and advise PARTICIPANT as to the legal effect of this RELEASE and has been provided additional opportunities to ask questions and make inquiries of PROVIDER regarding this RELEASE;
- 2) PARTICIPANT warrants and represents he/she has no medical problems which might interfere with PARTICIPANT'S participation in PROVIDER'S program;
- 3) PARTICIPANT is voluntarily participating in the recreational and horse activities with full knowledge of the activities and the risks involved;
- 4) PARTICIPANT accepts and assumes the risks and legal responsibilities for any and all injuries and damages which may result from those risks associated with participation in recreational or horseback riding activities;
- 5) PARTICIPANT warrants and represents that he/she can fulfill any physical requirements involved with recreational and horse activities;
- 6) PARTICIPANT understands that the presence of PROVIDER'S personnel is no assurance of PARTICIPANT'S safety or lessens any risks assumed by PARTICIPANT;
- 7) PARTICIPANT warrants and represents that he/she has obtained adequate medical/disability/life insurance or other monies to cover losses to himself or others.

PARTICIPANT also agrees to the RGR, LLC BOOKING CONDITIONS in its entirety. It is agreed that this RELEASE and its provisions shall be governed by the law of Montana.

This RELEASE shall not be canceled, modified, or changed in any manner except by the written agreement of both PROVIDER and PARTICIPANT. The invalidity of any portion of this RELEASE shall not affect the validity of the remaining RELEASE.

THE UNDERSIGNED PARTICIPANT(S) HAS (HAVE) READ AND FULLY UNDERSTAND(S) THIS RELEASE WHICH MUST BE COMPLETELY SIGNED.

I give Runamuk permission to utilize any photos taken of me during my stay for Runamuk advertisement purposes(website/print).

Itemization of Risks ... continued page 2 of 2

Accepted and agreed to:

Tour Name

Travel Date

1. Traveler

print _____

signature _____

2. Traveler

print _____

signature _____

3. Traveler

print _____

signature _____

4. Traveler

print _____

signature _____

Date _____

I understand and acknowledge that wearing a protective helmet may reduce the risk of head and spinal cord injuries to me while participating in equine activities and on four wheelers ; nevertheless, I hereby voluntarily choose not to wear a protective helmet.

Signatures _____ Parent/Guardian

Signatures _____

Signatures _____

****We highly recommend that you bring your personal riding safety helmet if you have one.**

For Participants Who Are Under 18 Years of Age I hereby assume full responsibility for all expenses and liabilities of the above named participant(s) in this riding tour, I agree to hold Runamuk Guest Ranch, LLC. and their associates harmless from any liability or claims on behalf of that participant, and authorize the use of appropriate medical treatment for participation in the event of injury.

Parent/Guardian

print _____ signature _____

Date _____

Montana Law states the following (27-1-727):

An equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities.

Cancellation Policy: A deposit of 50% is required at the time of reservation. The balance is due upon arrival at Runamuk Guest Ranch. Cancellation Policy: 90 days out \$100 fee retained per person. Within 90 days of booked visit, full deposit is retained. By signing this waiver, you agree to this cancellation policy.