

# WAIVER & RELEASE AGREEMENT

Diamond R Guest Ranch, LLC  
PO Box 4012-Whitefish, MT 59937

In consideration for my being permitted to participate in the activities of **Diamond R Guest Ranch, LLC** and the use of the property, animals, if any and facilities, I agree to the following Waiver and Release:

I acknowledge that horseback riding, hiking, fishing, boating and/or hunting 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. Hiking 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 lodge and backcountry camps and during all activities whether based from the lodge or a camp, and during transport to or from any activities.
10. The risk of handling firearms and being near others that have firearms in their possession.

I understand the risks, hazards and dangers described above and have had the opportunity to discuss them with the staff of Diamond R Guest Ranch, LLC. I understand that these activities require good physical conditioning and the 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 in spite of the risks. **I am voluntarily using the services of these businesses 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.**

Lastly, I, for myself, my heirs, successors, executors and subrogees, hereby and intentionally waive and release, indemnify and hold harmless, *Diamond R Guest Ranch, LLC., their directors, officers, owners, agents, employees, and/or volunteers* [hereinafter collectively referred to as *the provider(s)*] 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(s)*, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue *the provider(s)* 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(s)*.

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

Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone no. \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If under eighteen years of age**, a parent, legal guardian or custodian must sign the following indemnification:  
INDEMNIFICATION

In consideration for the above minor being permitted by *the provider(s)* to use their facilities and participate in various activities, which may include hunting, fishing and/or riding, which include without limitation, the use of their services, animals and equipment, I agree to the following waiver, release and indemnification:  
The undersigned parent, legal guardian or custodian of the above noted minor, for themselves and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend *the provider(s)* from and against any claims, actions, demands, expenses, liabilities (including reasonable attorney's fees), and Negligence made or brought by said minor or by anyone on behalf of said minor, further agreeing not to sue *the provider(s)* as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of the *provider(s)*.

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

Printed Name of Parent, legal guardian or custodian: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Parent, legal guardian or custodian: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_