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Washington Outfitters and Guides Association WAIVER AND RELEASE AGREEMENT

Please read carefully before signing. This is a release of liability and waiver of certain legal rights. In consideration for my being permitted to participate in the activities of **Washington Outfitters and Guides Association** and the use of the property, animals, if any, and facilities, I agree to the following Waiver and Release:

I acknowledge that horseback riding, wagon riding, hiking, fishing, boating, camping or hunting has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a remote 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 and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, man-made or natural;
6. Hiking in rugged country;
7. Encounters with wildlife, animals, and insects;
8. Temperature extremes, inclement weather conditions;
9. The unavailability of immediate medical attention in remote areas in case of injury.
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 **Washington Outfitters and Guides Association**. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that 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 activity 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 Washington Outfitters and Guides Association 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 **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Washington Outfitters and Guides Association**, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys'

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 my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of **Washington Outfitters and Guides Association** or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue **Washington Outfitters and Guides Association** as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of **Washington Outfitters and Guides Association**.

I am in good physical health and have the ability to safely engage in equine activities. My riding ability is (please initial): **Beginner** **Intermediate** **Advanced**.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARYILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Participant Signature

Date

Print Name

Address

City

State

Zip

If less than 18 years of age, parent, guardian or custodian must sign the following indemnification.

INDEMNIFICATION

In consideration for the above minor being permitted by **Washington Outfitters and Guides Association** to participate in the activities of **Washington Outfitters and Guides Association** which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release and indemnification;

The undersigned parent, guardian, or custodian for the above minor, for himself/herself 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 **Washington Outfitters and Guides Association**, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of **Washington Outfitters and Guides Association** and his or her use of the property, animals, if any, and facilities of **Washington Outfitters and Guides Association**. I, for myself and on behalf of said minor, further agree not to sue **Washington Outfitters and Guides Association** as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of **Washington Outfitters and Guides Association**.

Signature of Parent, Guardian or Custodian of Minor

Date

Address: of Parent, Guardian or Custodian of Minor

Witness