

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK **FOR OREGON BACKCOUNTRY OUTFITTING, LLC** **& WALLOWA LAKE PACK STATION**

In consideration of the services of Oregon Backcountry Outfitting, LLC., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as OBO LLC), I hereby agree to release, indemnify, and discharge OBO LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assignees, personal representative and estate as follows:

1. I acknowledge that my participation in horseback riding, a pack trip, and/or drop camp, fishing, and hunting activities with horses or mules entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risk may include, but not limit to: slips and falls; falling objects; water hazards and accidental drowning; exhaustion; the forces of nature, including lightning and weather changes; the risks of falling off a rock or mountain; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hypothermia (heat related illness), heat exhaustion, sunburn, dehydration; equipment failure; the use and carrying of firearms; exposure to and travel in rugged terrain; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

A horse or mule, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse/mule or injured by the horse/mule. Horses/mules may do such things as bite, kick, buck, lie down or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your Horse/mule may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse/mule and you could fall. Riding a horse/mule requires the participants to balance on the saddle. Participants may lose their balance that can result in falling from the horse/mule.

Furthermore, OBO LLC, employees have difficult jobs to perform. They seek safety, but they are not infallible. They may be aware of a participant's fitness or abilities. They may miss judge the weather or other environmental conditions. They may give incomplete warnings and instructions, and the equipment may malfunction.

2. I expressly agree to promise to accept and assume all the risk existing in this type of activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the associated risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless OBO LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of OBO LLC. Equipment or facilities, including any such claims which allege negligent acts or omissions of OBO LLC, now and forever.

4. Should OBO LLC Or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against OBO LLC, I agree to do so solely in the State of Oregon, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of the state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against OBO LLC, on the basis of any claim from which I have released them herein.

I have had sufficient time and opportunity to read this entire document (front and back). I have read, understood and agree to be bound by its terms.

Party Leader Information (all other participants will sign on the back of this form):

Date: _____ Printed Name: _____ Initials: _____

Signature: _____ Email: _____

Address: _____ Phone #: _____

OREGON BACKCOUNTRY OUTFITTING, LLC & WALLOWA LAKE PACK STATION

Proper way to ride a horse on trails:

1. Always load from the loading dock at the Pack Station or request help at trailheads.
2. When on your horse, keep your weight centered in saddle.
3. Place your hands approximately 2.5-3 feet up the reins from the mouth of the horse/mule.
4. To stop the horse/mule, pull back on the reins and say "whoa". Try to keep hands low by the saddle horn and pull back until the horse stops.
5. To turn your horse to the left or the right, pull the reins to the left or the right as if you are opening a door.
6. To get the horse to move forward, please do not hesitate to kick the horse with your heels or squeeze with your heels. It will **NOT** hurt the horse!
7. Once moving on the road and trail, keep about $\frac{1}{2}$, but no more than one full, horse length between you and the horse in front of you. This is for the safety of you AND your horse.
8. Once you have arrived at a trailhead, or back to the pack station, please wait for assistance in getting off your horse.
9. **HELMETS:** If you or your child do not want to wear a helmet, you are agreeing not to use the personal protective equipment provided and release liability. **Please initial below.**
10. **By signing below**, participant releases Oregon Backcountry Outfitting and Wallowa Lake Pack Station from any liability as stated on the front of this release and assumption of risk. You also release all rights to photos or videos taken while participating in activities associated with Oregon Backcountry Outfitting. **By signing below**, participant knowingly agrees to allow Oregon Backcountry Outfitting to use photos or videos or any other media for any/all purposes.

I have had sufficient time and opportunity to read this entire document (front and back). I have read, understood and agree to be bound by its terms.

1. Date: _____ Participant's Printed Name: _____ Initials: _____

Participant(or guardian)Signature: _____ Phone #: _____

Address: _____ Email: _____

2. Date: _____ Participant's Printed Name: _____ Initials: _____

Participant(or guardian)Signature: _____ Phone #: _____

Address: _____ Email: _____

3. Date: _____ Participant's Printed Name: _____ Initials: _____

Participant(or guardian)Signature: _____ Phone #: _____

Address: _____ Email: _____

4. Date: _____ Participant's Printed Name: _____ Initials: _____

Participant(or guardian)Signature: _____ Phone #: _____

Address: _____ Email: _____

5. Date: _____ Participant's Printed Name: _____ Initials: _____

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