

## LOZIER'S BOX "R" RANCH

### GUEST ACKNOWLEDGMENT OF RISK AND RELEASE AGREEMENT

**PLEASE BE ADVISED THAT pursuant to section 1-1-121, and related sections under Receptions Safety Act,-Section 1-1-123. Assumption of Risk under the Wyoming Code of Civil Procedures (Rev. Feb. 2002) states, as follows:**

- (a) Any person who takes part in any sport or recreational opportunity (i.e. horseback riding and any other equine activity) assumes the inherent risks in that sport or recreation opportunity, whether the risks are known or unknown, and is legally responsible for any and all damage, injury or death to himself or other persons or property that results from the inherent risks in that sport or recreational opportunity.**
- (b) A provider of any sport or recreational opportunity is not required to eliminate, alter or control the inherent risks within the particular sport or recreational opportunity.**
- (c) Actions based upon negligence of the provider wherein the damage, injury or death is not the result of any inherent risk of the sport or recreational opportunity shall be preserved to W.S.1-1-109.**

**Thus, I, the undersigned, in consideration for the services provided by Lozier's Box R Ranch, its officers, directors, agents or employees, (hereinafter referred to as "Lozier's Box Ranch") hereby agree to RELEASE AND DISCHARGE LOZIER'S BOX R RANCH on behalf of myself, my heirs, assigns, personal representative and estate as follows:**

- 1. I understand and acknowledge that while a paying guest at Lozier's Box R Ranch. I may voluntarily engage in, either as a participant or spectator, a variety of activities which bear certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to me, to my property or to spectators or other third parties.**
- 2. I further understand and acknowledge that since Lozier's Box R Ranch is located in a wilderness setting, that not all activities and risks associated thereto can be specifically identified in the Release Agreement. However, I understand and acknowledge that the following are some, but not all, of those activities that have associated risks:**
  - ❖ Use of unguarded lakes, streams or ponds**
  - ❖ Fishing**
  - ❖ Use of handguns and /or rifles**
  - ❖ Hiking**
  - ❖ Rock climbing**
  - ❖ Driving on mountainous roads**
  - ❖ Encounters with wildlife**
- 3. Additionally, I am fully aware that there are special risks involved in horseback riding since horses are unpredictable by nature, strong, heavy and even gentle horses can, on occasion, bite with their teeth, kick, strike with their front legs, bolt, run away, pull back, rear, buck, step on riders' feet, throw their heads high suddenly, or do a number of other unexpected acts. All of these activities may cause a rider to fall off or be injured either on foot or at the stables. These dangers affect novices, as well as experienced riders, and I AM FULLY PREPARED TO ACCEPT FULL RESPONSIBILITY for any accidents which may occur while riding or at the stables. Further, I accept full responsibility for advising Lozier's Box R Ranch of my skill level concerning horseback riding prior to engaging in this activity.**

4. **THEREFORE, and being fully aware that these activities and others entail known and unknown risks and the possibility of injuries to myself, and a risk of injury to spectators or other third parties, I expressly agree, covenant, and promise to accept and assume all responsibility for risk of injury, death, illness or disease, or damage to myself, to others or to my property arising from my participation in these activities or other activities not specifically listed herein that are associated with the use of the property and facilities at Lozier's Box R Ranch. My participation in these activities is purely voluntary, and no one is forcing me to participate and I elect to participate in these activities in spite of the risks.**
  
5. **I further voluntarily release, forever discharge, agree to hold harmless and indemnify Lozier's Box R Ranch, its officers, directors, agents, or employees from any and all liability claims, demands, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in these activities, including specifically, but not limited to the NEGLIGENCE ACTS OR OMISSIONS OF LOZIER'S BOX R RANCH, for any and all injury, death, illness, or disease and damage to myself or my property, or other persons.**

**IN SIGNING THIS AGREEMENT, I FULLY RECOGNIZE THAT IF ANYONE IS INJURED OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN ANY ACTIVITY AT LOZIER'S BOX R RANCH, I WILL HAVE NO RIGHT TO MAKE CLAIM OR FILE A LAWSUIT AGAINST LOZIER'S BOX R RANCH, ITS OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENCELY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.**

6. **Should it become necessary for Lozier's Box R Ranch or someone on its behalf, to incur attorneys' fees and costs to enforce this Agreement or any portion thereof, I agree to pay Lozier's Box R Ranch, or anyone acting on its behalf, reasonable costs and attorneys' fees thereby expended or for which liability is incurred.**
  
7. **I certify I have sufficient health, accident and liability coverage to cover any bodily injury or property damage I may incur while participating in these activities and to cover bodily injury or property damage caused to a third party as a result of my participation in these activities. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.**

#### **GUEST ACKNOWLEDGMENT OF RISK ON NATIONAL FORESTS**

**I, (we), the undersigned, recognize the element of risk in any adventure, sport or activity associated with the outdoors. I (we) am (are) fully aware of the risks and dangers inherent in horseback riding and hiking such as but not inclusive of:**

**Additionally, I (we) am (are) fully aware that there are special risks involved in horseback riding since horses are unpredictable by nature, strong, heavy, and even gentle horses can, on occasion, bite with their teeth, kick, strike with their front legs, bolt, run away, pull back, step on riders' feet, throw their heads high suddenly or do a number of other unexpected acts.**

**Knowing the risks and dangers, I (we) understand the possible consequences of participating in such activities are as follows:**

All of these activities named above, may cause a rider to fall off or be injured either on foot or on the trail. These dangers affect novices, as well as experienced riders. Further, I accept full responsibility for advising Lozier's Box R Ranch of my skill level concerning horseback riding and hiking ability prior to engaging in this activity.

I (we) certify that I (we) have the necessary skills and ability to participate in the said activity and assume full responsibility for myself (ourselves) for bodily injury, death and loss of personal property and expenses thereof as a result of my (our) negligence in participation in said activity.

I (we) also agree to abide by the rule or instructions given to me (us) either verbally or in writing by Lozier's Box R Ranch, to which includes rules and regulations of the Wilderness and Forest properties. I (we) further understand that Lozier's Box R Ranch reserves the right to refuse to allow any person to participate who is judged to be incapable of meeting the rigors and requirements of participating in said activities.

My (our) signature(s) below indicates that I (we) have read, understand and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me (us) during the entire period of participation in the said activity.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature of participant)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature of participant)

**IF UNDER EIGHTEEN:**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature of participant)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature of participant)