

VISITOR'S ACKNOWLEDGMENT OF RISK, RELEASE and HOLD HARMLESS

In consideration of the services of Hells A' Roarin Outfitters, Inc., its officers, agents, employees, independent contractors and shareholders, and all other persons or entities associated with that business (hereinafter collectively referred to as "Hells A' Roarin") I agree for myself and others on whose behalf I sign as follows:

Although Hells A' Roarin has taken reasonable steps to provide me/child with appropriate equipment and skilled guides so I/he/she can enjoy activities for which I/he/she may not be skilled, Hells A' Roarin has informed me that these activities have risk associated with them. I recognize certain risks are inherent in each activity I/he/she participate(s) in with Hells A' Roarin and cannot be eliminated or reduced without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of the activity and can be the cause of loss or damage to my/his/her equipment or injury, illness, loss of personal property or, in extreme cases, permanent damage or death to me/him/her. Hells A' Roarin does not want to frighten me/him/her or reduce my/his/her enthusiasm for this activity but believes it is important for me to know in advance what to expect and to be informed of the type of inherent risks associated with such activities. The following describes some but not all of those risks: 1)horse shying at wildlife and rider falling off; 2)horse being stung by a bee or insect and bucking rider off; 3)horse laying down to roll while rider is on horse; 4)thunder, lightning or wildlife scaring horse and horse running away with rider.

I am aware that riding horses and other activities engaged in entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated risks may result in injury or death. I acknowledge that engaging in these activities may require a degree of skill and knowledge different than other activities and that I have/he/she has responsibilities as a participant. I acknowledge that Hells A' Roarin has been available to me/him/her to fully explain the nature and physical demands of horseback riding and other activities and the inherent risks, hazards, and dangers associated with these activities and to answer any questions I have regarding them.

I certify that I am/he/she is fully capable of participating in these activities; I assume all risk related to the activities and accept full responsibility for and release Hells A' Roarin from liability from the inherent risks identified herein and those inherent risks not specifically identified herein. My/child's participation in horseback riding is purely voluntary and no one is forcing me/him/her to take part. I elect/he/she elects to participate in spite of and with full knowledge of the inherent risks and I assume/he/she assumes those risks and release(s) Hells A' Roarin from any and all rights, claims, demands and damages of any kind, known or unknown, existing or arising in the future, resulting from or related to any personal injuries and/or damages sustained by me/him/her arising from each activity I/he/she participate(s) in with Hells A' Roarin.

I assume and accept full responsibility for myself, for my family and for any child on whose behalf I signed this document, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers specifically identified and not specifically identified herein, or which might arise as a result of my or child's participating in these activities. Further, I and my successors and assigns agree to hold Hells A' Roarin harmless from any and all claims, actions, liabilities, suits, expenses and negligence of any kind brought against Hells A' Roarin relating to my/his/her/ participation in any activities including attorney fees and costs incurred in defending any such claim or actions.

I agree that the laws of the state of Montana govern this document and all other aspects of of my relationship with Hells A' Roarin.

I finally state that I have carefully read, fully understand and accepted the terms and conditions stated herein on my behalf and on behalf of any child for whom I have signed and acknowledge adequate consideration for this agreement and that this agreement shall be effective and binding upon me, my heirs and assigns, personal representative and estate and any child on whose behalf I have signed this and his/her heirs, assigns, personal representative and estate during the entire participation in activities with Hells A' Roarin. I am aware I am waiving my legal right to a jury trial to hold Hells A' Roarin legally responsible for any injuries or damages resulting from risks inherent in the recreational activities provided or for any damages I/he/she may suffer due to Hells A' Roarin's ordinary negligence that are the result of Hells A' Roarin's failure to exercise reasonable care.

HORSEBACK RIDING HAS INHERENT DANGERS AND RISKS!

1. *Print name of rider:* _____

2. *If under 18, print name of responsible adult:* _____

3. *Signature of rider (or responsible adult) if rider is under 18):* _____

4. *Date:* _____

Rev 8/17