

## LOST CREEK OUTFITTERS, LLC

### ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY

**WARNING:** There are significant elements of risk in any adventure, sport, or activity associated with the outdoors or wilderness, including, but not limited to, camping, climbing/hiking/trekking, fishing, hunting, and the presence or use of saddle animals, dogs, watercraft, firearms, and other weapons (referred to herein as "activity"), UTV's and the use of any related equipment.

**ACKNOWLEDGEMENT OF RISKS:** I recognize that there are inherent risks in this type of activity, including, but not limited to, the following: 1) Falling; 2) Cold weather related injuries including hypothermia, frost nip, and frostbite; 3) Heat related illnesses including heat exhaustion and heat stroke; 4) An "act of nature" which may include avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions; 5) River crossings and fording rivers, or travel including travel to or from the activity; 6) Risk associated with crossing, climbing or down climbing rock, snow and/or ice; 7) Equipment failure or operator error; 8) The unpredictability of saddle and pack animals in response to light, movement, noise, or objects; 9) Discharge of weapons; 10) Risks typically associated with watercraft including change in water flow or current; submerged, semi-submerged and over hanging objects; capsizing, swamping or sinking of watercraft and resulting in hypothermia or drowning; and/or 11) Attack by animals.

I acknowledge that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity; that no warranty of any kind, expressed or implied, is made as to the habits, disposition, suitability, nature, or physical condition of any animal; that personal property may be damaged or lost; and that I should ask about other potential hazards and recommended precautions and procedures. I accept that wearing an approved helmet while horseback riding, rock climbing, kayaking/rafting, and a U.S.C.G approved personal flotation device for waterborne activities are basic safety precautions; and that I may suffer accidents or illnesses in remote places where there are no available medical facilities.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I and any minor children for which I am responsible will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/we participate wittingly and voluntarily. I assume full responsibility for personal injury, accidents, or illness (including death), and any resultant expenses. I also assume responsibility for damage to or loss of my personal property as the result of any accident that may occur.

I assume the risk(s) of personal injury, accidents and/or illness, including, but not limited to, sprains, torn muscles and ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal or insect bites or attack; injury caused by discharge of any weapon; shock, paralysis, drowning, and/or death; and acknowledge that during the activity, if I/we experience fatigue, and/or dizziness, it may diminish my/our reaction time and increase the risk of an accident.

**CONVENT OF GOOD FAITH:** I recognize that you, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with the respect to achieving objectives.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriated insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**RELEASE:** In consideration of services or property provided, I, for myself and any minor children for which I am a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release: James "Jimmy" Owens and/or Lost Creek Outfitters, LLC; its principals, directors, officers, agents, employees and volunteers, and each and every Landowner(s), municipal and/or governmental agency upon whose property an activity is conducted, from liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

**PERMISSION:** I hereby give permission to use my name or photo of my family including minor children for which I am a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, at no charge for any promotional materials of James "Jimmy" Owens and/or Lost Creek Outfitters, LLC; its principals, directors, officers, agents, employees and volunteers, and each and every landowner, municipal and/or governmental agency upon whose property and activity is conducted.

***I HAVE READ AND UNDERSTOOD THE FOREGOING ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS, I MAY BE WAIVING VALUABLE LEGAL RIGHTS.***

Participants Name (printed)	Age	Signature	Date
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Hunting License Species: \_\_\_\_\_ Area/Type \_\_\_\_\_ Hunting License # \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (cell) \_\_\_\_\_ Emergency Contact/Phone: \_\_\_\_\_ Email \_\_\_\_\_

If the participant is under 18, the parent or legal guardian must also sign:

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