**WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**PLEASE READ CAREFULLY**

**WARING:** BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED

To: CLEARWATER BASIN MOUNTAIN ADVENTURES (Outfitter), (hereinafter referred to collectively as “The Company”) and employees, representatives, officers and agents (hereinafter referred to collectively as “The Company Employees”.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in a trail ride, wagon/sleigh ride or hunting activities, organized by “The Company” and conducted by “The Company” and or “The Company Employees, and in further consideration of “The Company” allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement ( hereinafter referred to as “ This Agreement”)
2. I acknowledge that trail riders, wagon/sleigh rides or hunting activities involve INHERENT RISKS that may cause SERIOUS INJURY AND POSSIBLY DEATH TO PARTICIPANTS. I further recognize that back country trail, horse, wagon/sleigh rides and hunting activities involve ADDITIONAL RISKS AND DANGERS.
3. I fully understand the risks and dangers associated with my participation in this wagon/sleigh, trail ride or hunting activities and ACCEPT SAME ENTIRELY AT MY OWN RISK.
4. I hereby WAIVE ANY AND ALL CLAIMS which I may have against “The Company” AND EMPLOYEES from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of my participation in this wagon/sleigh or trail ride or hunting activity, DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on the part of “The Company” or “The Company” Employees. I further AGREE TO INDEMNITY “The Company” and “The Company” Employees for any and all legal fees ( on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
5. I appreciate that This Agreement applies whether “The Company” is at fault or not and it limits the liability of “The Company” Employees to the same extent as it limits the liability of “The Company” even though “The Company” Employees are not formal parties to this Agreement. I understand that “The Company”, in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of “The Company” Employees, who shall to this extend be or be deemed to be parties to This Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE “THE COMPANY” OR “THE COMPANY” EMPLOYEES AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

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DATE WITNESS SIGNATURE OF PARTICIPANT/ PARENT/ GUARDIAN