

# RELEASE AND WAIVER

1. The following is a Release and Waiver of liability. Please read it completely and sign below with the understanding, acknowledgement and agreement that the terms herein are by reference hereby incorporated in the Outfitting Contract signed by the undersigned:

- A. Upon leaving on an excursion, the undersigned, hereafter (Client), hereby acknowledges that Client will be engaging in the use of horses or mules, tack, hunting equipment, firearms, and camping equipment. Client further acknowledges that the use, handling, and riding of a horse or mule, and participating in hunting and camping, and all related outdoor activities involve a risk of physical injury to any individual undertaking such activity, and Client hereby assumes such risk and stated hereby that the undersigned is full capable of participating in the activities being contracted for and assumes all risk or related or unrelated injury. Client further acknowledges that a horse or mule, regardless of its training and usual past behavior and characteristics, may act or react unpredictable at times based upon instinct or fright which are inherent risks herby assumed by the undersigned Client. Likewise, there is also the risk of physical injury when engaging in hunting, camping, and/or related activities. The undersigned hereby expressly assumes all above stated risks, and all known and unknown risks associated with the aforementioned activities, and hereby waives any claim he or she might state against T Bar M Outfitters LLC as a result of any physical injury incurred while engaged in such activities. The undersigned further agree to hold T Bar M Outfitters LLC, his agents, or employees, harmless for any and all harm or injury to the undersigned or any other person or persons, or for property damage, which results from participation in an excursion.
- B. As lawful consideration for being permitted by Outfitter to participate in the referenced activities, I do hereby release from any legal liability agree not to sue, claim against, attach the property of or prosecute, and further agree to defend, indemnify, and hold harmless T Bar M Outfitters LLC, the United States Forest Service, any governmental agency whose property any scheduled activity may be required to utilize, and all of their officers, members, organizations, agents, and employees for any injury or death caused by or resulting from my participation in the activities described above, whether or not such injury or death was caused by their negligence or from any other cause. **Initial** \_\_\_\_\_.

This is a release of liability. If under eighteen (18) years of age, signature of parent or guardian is also required.

This Release and Waiver is made in the State of Colorado, Counties of La Plata, Archuleta, San Juan, Hinsdale, Montezuma and Mineral, shall in all respects be governed in accordance with the laws of the State of Colorado. Any action brought by either party to enforce any of the terms and conditions of the Release and Waiver shall be brought only in such County. Each party consents to the jurisdiction and venue of the appropriate Court in such county.

- C. This Release and Waiver shall be in effect and binding upon the parties hereto for the dates indicated and is hereby incorporated into the Outfitting Contract. The parties hereto acknowledge having read, understood, and agreed to the terms of this Waiver and Release and the Outfitting Contract.
- D. Under Colorado Law, an equine professional is not liable for any injury or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to C.R.S. S13-21-119.
- E. If any section of this Waiver is deemed unenforceable, the remaining sections of said Waiver will remain in full force and effect regardless of the unenforceability of any other phrase or section.

2. Client further states that by signing below, Client further waives and releases all rights, interest or claim in any photographs taken by Outfitter and consents to use of said photographs for advertising or promotional purposes.

T Bar M Outfitters LLC

\_\_\_\_\_  
Outfitter Signature/ Date

\_\_\_\_\_  
Client Signature/ Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness/ Date

\_\_\_\_\_  
Signature of Parent or Guardian if Under 18