

## **PARTICIPANT AGREEMENT AND ACKNOWLEDGMENT OF RISK**

Please read carefully before signing.

I, the undersigned, in consideration of the services of **BOYD IVERSON CATTLE CO. / BATTLE CREEK RANCH AND OUTFITTERS, & RED BASIN RANCH LLC**, its officers, employees, agents or representatives, hereby represent as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which would result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The following describes some, but not all, of those risks:

Horses are large mobile animals which no matter how predictable and dependable, occasionally do unpredictable things, i.e., buck, bolt, jump, kick, bite, fall, rear up. Horses may unpredictably react to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals. A cattle drive by its nature involves traversing horses over great distances of uneven varied terrain in the proximity of cattle, which are also large and mobile. Any one of these elements can result in a horse falling or dislodging its rider or a collision with other animals or objects with a resulting risk of death or serious injury to the rider.

Activities may include the use of vehicles and/or All-Terrain Vehicles (ATV's). In consideration of being permitted to participate in the recreational activity, and specifically including the riding of (ATV's) I understand the potential risks of injury and death.

Activities take place in a terrain occupied by ticks, rattle snakes, mountain lions and other wildlife which all have a potential for injury, death, illness, or disease.

Activities may occur during months when thunderstorms are prevalent in Montana making wind and lightening potential risks of death or injury.

Furthermore, Boyd Iverson Cattle Co. / Battle Creek Ranch and Outfitters, & Red Basin Ranch LLC, guides and wranglers have difficult jobs to perform. They seek safety, but they are not infallible. They may be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, to others or to my property arising from

my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

3. I further acknowledge that I am familiar with Montana' Equine activity liability limitations as set forth in 27-1-725 et seq. of the Montana Code Annotated which with some exceptions provides that an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities. Risks inherent in equine activities means dangers or conditions that are an integral part of equine activities, including but not limited to: (a) the propensity of an equine to behave in ways that may result in injury or harm to or the death of persons on or around the equine; (b) the unpredictability of an equine's reaction to such things as medication; sounds; sudden movement and unfamiliar objects, persons or other animals; (c) hazards, such as surface and subsurface ground conditions; (d) collisions with other equines or objects; or (e) the potential of another participant to not maintain control over the equine or to not act within the person's ability.
4. Should it become necessary for Boyd Iverson Cattle Co. / Battle Creek Ranch and Outfitters, & Red Basin Ranch LLC, or someone on its behalf, to incur attorney's fees or costs to enforce this agreement, or any portion thereof, I agree to pay Boyd Iverson Cattle Co. / Battle Creek Ranch and Outfitters, & Red Basin Ranch LLC, reasonable costs and attorney's fees thereby expended, or for which liability is incurred.
5. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

My signature below indicates that I have had sufficient opportunity to read this entire document. I have read and understood it completely. I understand that it affects my legal rights and agree to be bound by its terms.

**Signature of Participant:** \_\_\_\_\_

**Print name:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone number:** \_\_\_\_\_

**PARENT'S OR GUARDIAN'S Acknowledgment**

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ ("Minor") being permitted by Boyd Iverson Cattle Co. / Battle Creek Ranch and Outfitters, & Red Basin Ranch LLC, to participate in its activities and to use its equipment and facilities, I hereby acknowledge that I have been informed of the risks inherent in this activity and do consent to the participation of the above-named child in said equine activity.

**Parent or Guardian:** \_\_\_\_\_ **Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_