

**FORM 1: LIABILITY RELEASE WHILE AT FLAT CREEK RANCH**

PRINT NAMES OF GUESTS IN YOUR PARTY: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DATES OF STAY: \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

**A - RELEASE OF LIABILITY ON RANCH PROPERTY**

I acknowledge that I am voluntarily visiting Flat Creek Ranch ("the Ranch") and that I am aware of the hazards that may be associated with the Ranch and activities I may participate in during my stay at the Ranch. By signing this document, Form 1, on the bottom of this page, I intend to release the Ranch and its horse outfitter, High Country Outfitters, Inc. ("High Country") as well as each of their employees, agents and owners, for any liability arising from my visit to the Ranch. I am aware that visiting the Ranch involves hazardous activities in remote areas with the risk of illness, injury or death which may be caused by forces of nature, by my own acts or the acts of other visitors, or by the negligence of the Ranch or High Country. In order to partake of the activities available at the Ranch, I am willing to assume all risks and uncertainty involved, including but not limited to risks associated with horseback riding, hiking, hunting, fishing, wild animals, forest fires, illness, and other natural and man-made hazards. I am also aware that medical services or facilities may not be readily available or accessible during some or all of my time at the Ranch and, nonetheless, agree to enter the Ranch and engage in activities during my stay at the Ranch in spite of the hazards and the possible absence of medical assistance. If a helicopter evacuation is required for medical or other reasons, I agree to pay for it.

In consideration of receiving permission from Flat Creek Ranch Company, LLC to enter the premises and participate in outdoor activities on the Ranch, I hereby agree that neither I, nor any of my heirs, assigns, agents, personal or legal representatives, or family members will bring suit or make a claim for illness, injury or death resulting from acts, conditions or events described in the preceding paragraph. I hereby release and agree to indemnify Flat Creek Ranch Company, LLC, Homestead, LLC, High County Outfitters, Inc., and each of their employees, owners, officers, directors, agents, contractors (including the contractors who provide horses, hikes and horseback rides on ranch property) or other agencies known or unknown (the "Released Parties") from and against any and all liability arising out of, or in any way connected with, my presence on the Ranch, including any liability for negligence (other than willful or wanton misconduct).

**B - ARBITRATION AND JURISDICTION**

Any controversy or claim arising out of or relating to Paragraph A of Form 1 or the performance hereunder, including without limitation any claim related to illness, injury or death, shall be settled by binding arbitration in the State of Wyoming, in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration does not waive or modify the liability release contained in the foregoing paragraphs.

**C - INDEMNIFICATION**

By executing this Form 1, either for myself or for any minor under the age of 18, I hereby agree to indemnify and hold harmless Flat Creek Ranch, LLC, Homestead Company LLC and High Country Outfitters, Inc., and all the Released Parties, from any and all claims, costs, and attorney's fees as a result of any claim or action brought concerning any event or act of omission on the property of the Flat Creek Ranch, either by myself or by the minor, or any person on behalf of the minor.

**SIGNATURES OF RELEASERS (AGE 18 AND OVER)**

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## **FORM 2 - ASSUMPTIONS OF RISK WHILE ON PUBLIC LAND**

### **A - ASSUMPTION OF RISKS ASSOCIATED WITH HIKING, CAMPING AND TRAVELING**

I understand that during my stay at the Ranch, or at outlying tent camps, some or all of my recreational activities, including horseback riding, hiking, fishing, boating, swimming, camping, mountain climbing and rock climbing, may take place on public land. I acknowledge that recreational activities on public land involve certain inherent risks which cannot be eliminated without destroying the character of a visit to a remote wilderness location. I accept that the same elements that contribute to the unique character of this activity can be the cause of loss or damage to my property, accidental injury or illness, altitude sickness, or, in extreme cases, permanent trauma or death to myself. The natural beauty of the public lands in the general area of the ranch sometimes presents dangerous obstacles. These obstacles include, but are not limited to, slopes, crevasses, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, wild animals, wind bursts, lightening, hail and snow. Guests may become lost or separated from their guides or companions in wild and rugged terrain or bad weather. Communication in mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Furthermore, Ranch and High Country employees have complex jobs to perform and cannot devote their sole attention to any one person. They strive for safety, but they are not infallible. They might be unaware of a guest's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I am completely aware that activities on public land entail risks of injury, altitude sickness or death to myself and minors who accompany me. I also understand that the access road to the ranch is a rugged, rocky Forest Service jeep trails which entail driving risks that cannot be eliminated. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation and that of any accompanying minors in any activities on public land is purely voluntary, and I elect to participate in them despite the risks. I further agree that the substantive law of Wyoming, including the provisions and underlying public policy of the Wyoming Recreation Safety Act, shall apply in any such action. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If a helicopter evacuation is required for medical or other reasons, I agree to pay for it.

### **B - ASSUMPTION OF RISKS ASSOCIATED WITH HORSES**

I understand that there are additional risks associated with horses and horseback riding and that my visit may include time spent near or on horses. I acknowledge that the use, handling and riding of a horse involves a risk of physical injury to any individual undertaking such activities. I expressly assume all risks involved in being near a horse and the use, handling and riding of the horse, whether those risks are known or unknown. I acknowledge that horses are strong, fast and powerful and that any fall from the animal to the ground will generally be at a distance of 3 to 5 1/2 feet. Inherent risks are those dangers or conditions that are characteristic to, or an integral part of the use, handling and riding of the horse. Inherent risks include, but are not limited to:

- 1) The propensity of the horse to behave in unpredictable ways, irrespective of its training and usual past behavior and characteristics, and to otherwise behave in ways that may result in injury, harm or death to the person on or around them;
- 2) That the horse may walk under trees or into branches or other objects;
- 3) The unpredictability of the reaction of a horse to sounds, sudden movements and unfamiliar objects, persons or other animals;
- 4) Certain hazards such as surface and subsurface conditions;
- 5) Collisions with other horses or objects;
- 6) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

**I have carefully read and fully understand the assumptions of risk contained in Form 2. If there are multiple signatories on this Form, each of us has signed on his or her own behalf and on behalf of any minor child accompanying him or her.**

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