



WRANGLER WAIVER

PLEASE READ CAREFULLY - BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE THAT ARE A RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE.

Please initial inside each grey box below and sign at the end.

Acknowledgment and Assumption of Risk and Acceptance of Responsibility for Participant engaged in Equine Activities and other Outdoor Recreational Activities Provided by Henry Glenn and Sacajawea Peaks Inc. 800 Seitz Rd West, Wilsall, Montana 59086

This document affects your legal rights. You must read and understand it before initializing or signing.

In consideration of the services provided by Henry Glenn and Sacajawea Peaks Inc., its management, employees, & all other persons or entities acting in any capacity on its behalf (referred to hereafter as "SPI"), I,

(initial)

as a participant in equine activities and other outdoor recreational activities sponsored by SPI, here by acknowledge and agree as follows:

Duty of Participants

I have a duty to act in a safe and responsible manner at all times to avoid injury to me and to others and to be aware of risks inherent in equine activities. Section 27-1-727, MCA, et seq.

(initial)

I agree to comply with all SPI rules and regulations, including those given verbally and in writing, and to participate in safety meetings and the presentation of any safety material that are designed and

offered to promote safety in SPI activities and adventures.

(initial)

Prior to embarking in any self-initiated aspect of this activity, I must inform my instructor of my plans and/or intentions and receive his or her permission.

(initial)

I, or my parents/legal guardian if I am a minor, agree to pay all costs incurred by SPI, and its agents, for damages incurred as a result of my or my child's willful or negligent conduct while participating in equine activities, and other outdoor recreational activities provided by SPI.

(initial)

Risks Involved

I understand and acknowledge that the activity in which I am about to voluntarily engage as a participant bears certain known and unanticipated inherent risks that contribute to the unique character of this activity and may be hazardous to participants regardless of all feasible safety measures taken by SPI. These risks include those inherent in equine activities as well as those inherent in backcountry recreational activities.

(initial)

Risks inherent in equine activities are dangers or conditions that are an integral part of equine activities, including but not limited to:

a) the propensity of a horse to behave in ways that may result in injury or harm to or the death of persons on or around the horse; b) the unpredictability of a horse'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 horses or objects; or e) the potential of another participant to not maintain control over the horse or to not act within the person's ability.

(initial)

Risks inherent in backcountry recreational activities include, but are not limited to, sudden weather changes, rain, snow, wind, hail, lightning, my physical condition and physical exertion for which I am not prepared, hypothermia, hyperthermia, high altitude sickness, dehydration, heat stroke, motion sickness, snake bite, bees and other insects, wild and domestic animals, distance and inaccessibility to immediate medical attention, travel over rough terrain, falling rocks and trees. (Reminder - cell phones are usually out of service in the back country).

(initial)

Representations by Participant

Knowing the inherent risks, dangers and rigors involved in the activities in which I voluntarily choose to participate with SPI, I certify that I am fully capable of participating in the activities and adventures offered and that I will stop engaging in such activity before I am unable to safely participate.

(initial)

If I am not providing my own horse, I understand that SPI will provide an appropriate horse based on the following information and that it is my responsibility to state my ability according to my actual knowledge and experience.

(initial)

Name of participant

age	wt.	ht.
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Lessons:	weeks	months	yrs
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Eng.	West.
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Informal riding:	weeks	months	yrs
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Describe Trail Riding Experience

Have you ever had an accident with a horse? If yes, please describe:

My signature at bottom of entire document and initials above indicate that I have read this entire document, understand it completely, and agree to be bound by its terms.

Signature of participant: _____ Date: _____

Address: _____

Phone # _____ Email: _____

Emergency contact, name and phone # _____

If I am providing my own horse, I represent that it is an appropriate horse for the activity in which I am participating.

(initial)

Helmet Requirements

I understand that if I, or my child, is under the age of eighteen years, I will wear a certified ASTM/SEI protective, equestrian helmet while participating in any equine activities at the property and/or under the supervision of SPI.

(initial)

I acknowledge that I have been advised by SPI to wear an ASTM/SEI protective, equestrian helmet, which could prevent permanent brain damage, decrease the risk of injury, or even death in the event of an accident. If I choose not to wear an approved helmet that is provided to me or that I have furnished, I acknowledge hereby in writing that I am refusing this critical safety precaution against the advice of SPI.

N/A

Participant's REFUSAL to wear safety helmet

Signature

Accident/Medical Insurance

I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

(initial)

Accident/Medical Insurance Company

Do you have any health issues that SPI should be aware of that might be a concern while riding?

Entire Agreement

I understand that this agreement between me and SPI represents the entire agreement between the two parties and cannot be modified or changed in any way by the representations or statements of any principal, director, officer, agent or employee, volunteer or any other person or entity acting in any capacity on behalf of SPI or myself.