

Game Creek Ranch, LLC

PO Box 10190 Jackson, WY 83002

(307) 733 – 7101

**ASSUMPTION OF RISK, WAIVER OF LIABILITY,
AND RELEASE OF CLAIMS**

Welcome to Game Creek Ranch. Various equine and other activities are conducted at Game Creek Ranch by our officers, employees, agents, independent contractors, lessees and affiliated persons and entities. Such activities include but are not limited to, animal care, animal training, boarding, riding, and lessons given to owners or riders.

By signing this document, you agree to assume all risks related to your activities with, upon the premises of Game Creek Ranch, or on the trails and other property which may be accessed from Game Creek Ranch, and you agree to waive and release all potential liabilities and claims that you may otherwise come to have against Game Creek Ranch, LLC as a result of, or related to, your presence on the premises of, participation in activities at, or sponsored by, Game Creek Ranch, LLC.

In consideration of the use of the premises leased by Game Creek Ranch, LLC and/or use of its horses, gear, barns, corrals, and other associated areas, as well as participation in activities on, or at, or sponsored by, Game Creek Ranch, LLC, you agree and acknowledge as follows:

1. Notification and Acknowledgement of Risks

I acknowledge that the use, handling, and riding of a horse, as well as simply being in close proximity to a horse, involves a risk of physical injury. I expressly assume all inherent risks involved in the use, handling and riding of a horse on or adjacent to the premises of Game Creek Ranch, whether those risks are known or unknown. Inherent risks are those dangers or conditions that are characteristic of, intrinsic to, or are an integral part of the use, handling and riding of horses. Inherent risks include, but are not limited to:

- a. The propensity of a horse to behave in unpredictable ways, regardless of its training and usual past behavior and characteristics, and to otherwise behave in ways that may result in injury, harm or death to a person on or around them. This includes that a horse may, without warning or apparent cause, buck, stumble, fall, rear, bite or kick a person or another horse, run, spook, step on a person's foot and push or shove a person.

- b. The unpredictability of the reaction of a horse to sounds, movement, and unfamiliar objects, persons, or other animals or
 - (i) to certain hazards such as surface and subsurface conditions; or
 - (ii) to collisions or confrontations with other horses, animals or objects.
- c. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or to others, such as failing to maintain control over the animal or not acting within his or her ability.
- d. A saddle slipping, or other tack or gear failing.
- e. The potential that other animals, domestic or wild, may startle a horse and cause it to act in an unpredictable, and possibly dangerous manner.

I acknowledge that animals, other than my horse(s), are boarded and/or maintained at Game Creek Ranch and that my horse may be injured or killed as a result of contact with the animals and that my horse may injure or kill another animal.

I acknowledge that if I ride a horse on or near one of the roadways or up the Game Creek drainage, there may be automobile, pedestrian and/or mountain bike activity in the area, there may also be dogs, leashed or unleashed, and wildlife, such as bears, deer, mountain lions and moose, any of which may spook a horse, potentially resulting in unpredictable and dangerous behavior. I further acknowledge that the activities in which I may choose to engage require good physical conditioning and a certain degree of skill and knowledge. I believe I have sufficient physical conditioning and the necessary degree of skill and knowledge to engage in these activities. I do not have any mental or physical conditions, including epilepsy or heart ailments, which could materially impair my ability to engage in these activities.

2. Assumption of Risks

I hereby knowingly and voluntarily assume all risks including those resulting from the negligence or fault of others, and also including the risk of death, serious bodily injury, or other personal or property damage associated with, or resulting from, all activities at Game Creek Ranch. I assume full responsibility for my own conduct and for any injuries or property damage I may cause. I assume all such risks without regard to negligence or fault, for myself, my dependents, heirs and agents.

3. Waiver and Release of Liability

I understand that Game Creek Ranch, LLC is not legally responsible for any property damage, personal injury or death to me, my horse(s), or other persons or property that results from the inherent risks, whether foreseeable or unforeseeable, that may arise from the use, handling and riding of horses. I further understand that Game

Creek Ranch, LLC is not required to eliminate, alter or control the inherent risks that arise from the use, handling and riding of horses. I will look solely to my own assets to satisfy any and all expenses arising from any injury or loss I may sustain.

I hereby waive any claim against Game Creek Ranch, LLC and/or its insurance carrier(s), and lessees, and Anthony M. Schroeder and Anna W. Schroeder, and their children, Mckenna Schroeder, Zane Schroeder, Trace Schroeder and West Schroeder, and agree to indemnify and hold then, or any of them, their officers, agents and employees, officers, members or contractors, harmless for any physical injury to myself, physical injury to others, or for property damages sustained by others as a result of, or arising out of, the actions of my horse or my actions or omissions.

If a lawsuit is filed against Game Creek Ranch, LLC, or its owners, officers, agents, employees, guides, wranglers, or contractors, or against Anthony M. Schroeder and/or Anna W. Schroeder, and/or their children, Mckenna Schroeder, Zane Schroeder, Trace Schroeder and West Schroeder, for any injury or damage sustained by myself or others, the undersigned will pay all attorney's fees and costs incurred by Game Creek Ranch, LLC and/or Anthony M. Schroeder, Anna W. Schroeder or their children, Mckenna Schroeder, Zane Schroeder, Trace Schroeder and West Schroeder.

4. **Jurisdiction and Venue**

In the event of any dispute that may arise relating to this document, or the activities contemplated herein, the laws of the State of Wyoming shall apply, and jurisdiction and venue shall be in a court of competent jurisdiction in Teton County, WY.

5. **Binding Effect**

I represent that I am an adult and legally competent to sign this waiver and release, or that I am the legal guardian of the minor(s) on whose behalf this waiver and release is signed; that the terms of this waiver and release are contractual; and that this waiver and release shall be binding on me, my minor children, personal representatives, heirs, successors and assignees for the duration of my presence on the premises of, or participation in activities, or sponsored by Game Creek Ranch, LLC. I understand that this is a legally binding document. I understand that signing this document may alter my legal rights in the event I sustain injury or loss, and acknowledge that I am signing it voluntarily.

Dated this _____ day of _____, 2009.

INDIVIDUAL(S)

Printed Name

Printed Name

Signature

Signature

I am the parent or legal guardian of the minor child(ren) named below. I have read, understand and agree to all of the terms above and hereby consent to those terms on behalf of the minor child(ren) named below. In the event that my child is injured, I hereby consent to any emergency medical care which may be required.

Minor child (print name)

Minor child (print name)

Minor child (print name)

Minor child (print name)

PARENT/GUARDIAN (on behalf of minor child(ren))

Signature of Parent/Guardian is required
for any person under the age of 18 years.

Parent/Guardian