

**Wilderness Adventures, Inc**  
**3320 County Road 103 S**  
**Alamosa, CO 81101**  
**719 587 - 3057**  
**Aaron Laske – License # 2258**

**PARTICIPATION WAIVER AND RELEASE**

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for my being permitted by Wilderness Adventures, Inc and Moon Valley Campground, including Aaron and Lori Laske, Larry and Loretta Ehardt, its owners, agents, and employees, to participate in the various recreational activities that take place in an outdoor environment in mountainous terrain, I agree to the following waiver, and I release certain risks that are inherent in any recreational activity that cannot be eliminated or reduced. The same inherent risks that contribute to the unique character of the activity can be the cause of damage to the equipment associated with the activity, or injury, illness, paralysis, or death. I understand and acknowledge that there are risks, hazards, and dangers that are inherent and integral to these activities which take place in a wilderness or outdoor environment.

I UNDERSTAND THAT THESE INHERENT RISKS, HAZARDS, AND DANGERS INCLUDE, WITHOUT LIMITATION:

1. Risks involved in horseback riding. These risks include, without limitation, the existence of riding areas where objects are not marked and hazards and conditions may not be visible; where trails are not groomed, maintained, or controlled; where weather is changeable, unpredictable, and dangerous; and where lightning, thunder, bee hives, streams, creeks, fallen timber, wild animals, and other natural hazards and dangers exist.
2. There are also additional risks arising out of any activity involving horses because horses are unpredictable and uncontrollable in all circumstances; they may react to the conduct and actions of other riders and persons (including while they are being mounted), and without warning may kick, bite, stomp, stumble, rear, bolt, fall down, make unpredictable turns, and react to sudden movements, noise, light, vehicles, and other animals or objects. Further, these activities may involve equipment that may break or otherwise fail, saddles that may slip, and other riders who may not control their animals and cause a collision, or other unpredictable consequences.
3. Risks involved in guide decision-making and conduct in connection with recreational activities in a wilderness environment. These risks include, without limitation, the risk that a guide may misjudge an individual's capabilities, or misjudge terrain, weather, trail, or river route location, some aspect of medical treatment, or the character of a horse.
4. Other risks associated with the environment, including but not limited to, drowning in a stream or river, falling out of or drowning while on a raft, and various adverse reactions common in high altitude, including dry climates with frequent unpredictable weather changes.
5. PURSUANT TO COLORADO LAW, C.R.S, § 13-21-119, INHERENT RISKS OF EQUINE ACTIVITIES INCLUDE, WITHOUT LIMITATION: THE PROPENSITY OF THE ANIMAL, IRRESPECTIVE OF ITS TRAINING AND USUAL PAST BEHAVIOR AND CHARACTERISTICS, TO ACT OR REACT UNPREDICTABLY AT TIMES BASED UPON INSTINCT OR FRIGHT, CAUSED BY SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, AND UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS, ALL OF WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND THE POTENTIAL OF A PARTICIPANT TO ACT IN A NEGLIGENT OR RECKLESS 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.
6. The above-mentioned risks are not a complete list of risks associated with the recreational activities in which I will be participating. I understand that there are other risks, hazards, and dangers that are integral to recreational activities offered and engaged in, in a wilderness or outdoor environment.

**WARNING**

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.

I acknowledge that the above description of inherent risks is not complete and that there are other risks, hazards, and dangers associated with participating in recreational activities in an outdoor environment, which may be unknown or unanticipated. These inherent and other risks, hazards, and dangers may result in damage to equipment, or injury, illness, paralysis, or death. I acknowledge that if I have any questions about inherent or other risks, Wilderness Adventures, Inc has been available to more fully explain them to me and address my concerns. I understand that I have responsibilities as a participant in these activities. I have no mental or physical problems or limitations that are associated with my participation in the recreational activities which I have not disclosed in writing to Wilderness Adventures, Inc. I am fully capable of participating in these activities.

The activities in which I will be participating, and all other hazards and exposures connected with activities conducted in the outdoors do involve risk, and I am cognizant of the risks and dangers inherent with participating in such activities, in the environment existent in Colorado, and I and/or my family, including any minor children, are fully capable of participating in the activities contracted for and willingly

assume the risk of injury as my responsibility, including loss of control or balance in walking or climbing, use of firearms, use of animals, weather, collisions with trees, rocks, and other man-made or natural obstacles, whether they are obvious or not obvious.

Any route or activity, chosen as part of the Trip in which I and/or my family are participating may not be the safest, but still may be chosen for its interest, challenge, or ability to best meet the goals of the services for which I am contracting. If animals are ever used or are present as part of our activities, I and my family understand that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright which, as stated earlier, is an inherent risk to be assumed by each participant in the activity.

I understand that the presence of Wilderness Adventures, Inc or Moon Valley Campground personnel is no assurance of my safety or the lessening of any of these risks. I AM VOLUNTARILY PARTICIPATING IN THE RECREATIONAL ACTIVITES OF WILDERNESS ADVENTURES, INC, WITH FULL KNOWLEDGE OF ANY AND ALL RISKS, HAZARDS, AND DANGERS INVOLVED, AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF DAMAGE, INJURY, ILLNESS, PARALYSIS, OR DEATH.

AS LAWFUL CONSIDERATION for being permitted by Wilderness Adventures, Inc, and Moon Valley Campground to participate in the referenced activities, I do hereby RELEASE FROM ANY AND ALL LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF, OR PROSECUTE, AND FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS Wilderness Adventures, Inc, Moon Valley Campground, Aaron & Lori Laske, Larry and Loretta Ehardt ("indemnify" meaning protect by reimbursement or payment), and all of its owners, officers, members, organizations, agents, and employees, with respect to any and all claims, actions, causes of action, liabilities, suits, expenses (including costs and reasonable attorney fees), and NEGLIGENCE OF ANY KIND OR NATURE, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me, my minor children, or my property, in any way connected with participation in these recreational activities or use of Wilderness Adventures, Inc equipment or facilities.

I further agree that neither I, nor anyone acting on my behalf, will make a claim of any kind against Wilderness Adventures, Inc, the owner of any leased private lands, the United States Forest Service, National Park Service, BLM, or any governmental agency whose property may be utilized, as a result of any damage, injury, paralysis, or death to me, my minor children, or my property.

Pursuant to Section 12-55.5(1)(C) and (1)(D), outfitters are bonded and required to possess the minimum level of liability insurance and the activities of outfitters are regulated by the Director of the Division of Registrations in the Department of Regulatory Agencies.

I agree that this document and all other aspects of my relationship with Wilderness Adventures, Inc, are governed by the laws of the State of Colorado. Further, any suit, legal proceeding, mediation, or arbitration arising out of or relating to my participation in Wilderness Adventures, Inc activities, or any other dispute with Wilderness Adventures Inc, must be filed exclusively in the State of Colorado, and Colorado law shall be determinative.

Horseback riding is provided to Beaver Creek Youth Camp campers, staff and volunteers through an arrangement with Wilderness Adventures, Inc. By signing below, you agree that all terms and conditions in this document, protecting Wilderness Adventures, Inc., also apply to Beaver Creek Camp Commission, its directors, employees, and volunteers.

I HAVE CAREFULLY READ, VOLUNTARILY SIGN, AND CLEARLY UNDERSTAND THAT THIS IS A RELEASE FROM ANY LEGAL LIABILITY. I ALSO UNDERSTAND THAT THE RISKS, HAZARDS, AND DANGERS DISCUSSED EARLIER, AND MY AGREEMENT TO THIS RELEASE OF LEGAL LIABILITY, APPLY EQUALLY TO ANY MINOR CHILDREN ON WHOSE BEHALF I SIGN THIS DOCUMENT.

If under 18 years of age, your parent or guardian must sign this document on your behalf.

**Riders under 18/ Parent or legal guardian Signature**

**Signature of Riders over 18**

\_\_\_\_\_  
Child's Name / Parent/Guardian Signature

\_\_\_\_\_  
Riders Signature

**Date:** \_\_\_\_\_

**Address:**

\_\_\_\_\_  
**Witness:**

\_\_\_\_\_