

**Bear Basin Packtrips, LLC**  
**BEAR BASIN RANCH; WESTCLIFFE, CO 81252**  
**PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK**

In consideration of the services of Adventure Specialists, Inc., Bear Basin Packtrips, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BBP"), I hereby agree to release, indemnify, and discharge BBP, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor adventure based activities such as horseback trail rides and pack trips, drop camps or/and guided hunting trips, treks, hiking trips, expeditions, motorcycle tours, river travel, mountaineering, rock climbing, and bike tours entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, BBP guides/instructors/facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware 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. Backcountry and international travel has danger and risk. I acknowledge that risk exists including but not limited to hazards of travel in jungle, mountains, high altitude, steep terrain, travel by boat, raft, train, horse, foot, bicycle and other conveyance, forces of nature, crime, civil unrest and injury or illness in remote areas without means of rapid evacuation or adequate medical care, supplies, or facilities. I agree that BBP shall have no liability regarding the adequacy of medical care and supplies that may be provided.
3. Horseback riding on open range and rugged terrain is an inherently risky and dangerous activity and horses are unpredictable. We may encounter bears, puma, snakes and even small insignificant objects which frighten horses. I acknowledge that if I ride or travel with horses, I am subject to injury and no form of planning can remove the danger. **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.
4. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BBP from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BBP's equipment or facilities, including any such claims which allege negligent acts or omissions of BBP.
6. Should BBP or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
8. In the event that I file a lawsuit against BBP, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I 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.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a Lawsuit against BBP on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

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

Print Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor) being permitted by BBP to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BBP from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation.

Parent or Guardian \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

**PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT**

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Bear Basin Packtrips, LLC. (hereinafter collectively referred to as "BBP"), that we should purchase and/or wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while riding or being around horses (whether on the premises of Bear Basin Packtrips, LLC. or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of BBP, the guide/instructor, numerous court cases and BBP's insurance company, we are refusing this critical safety precaution.

**SIGNER STATEMENT OF AWARENESS**

**I/we the undersigned, have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.**

\_\_\_\_\_  
Signature of Rider (spouse must sign for themselves) Date \_\_\_\_\_

\_\_\_\_\_  
Signature of parent, guardian and or spouse Date \_\_\_\_\_

\_\_\_\_\_  
Name of additional minor (s) rider (s)