Moose Creek Outfitters Tel. 406.830.0745

Email: Moosecreekoutfittersid@gmail.com



Outfitter Dillon Weidow—License # 24068

User Release of Liability Agreement

This Agreement is made by and between,
(hereinafter "Participant") and Moose Creek Outfitters, LLC, and Dillon and Taylor Weidow
(jointly and severally, hereinafter "Owners"). If Participant is under the age of eighteen (18)
years, this Agreement must also be signed by a parent or legal guardian of the Participant who
shall become a party to this Agreement and who shall be included in all references to
"Participant" herein.

Owners are the legal owners of the outfitting business "Moose Creek Outfitters" and are legal permit holders with the United States Forest Service upon which Owners conduct their business, (hereinafter "Premises") and in which the activities subject to this Agreement shall be conducted. Owners may be the owners of some or all of the stock or equipment with which such activities shall be conducted. Owners represent and Participant agrees that Participant's use of Premises, stock or equipment shall be adequate consideration for the binding representations and promises of Participant herein.

Participant represents and agrees that Participant is fully aware that there are INHERENT RISKS OF SERIOUS INJURY AND/OR DEATH in all equine activities and non-equine hunting and outfitting-related activities, whether they be organized, paid activities, practice or training activities, or activities engaged in solely for fun and enjoyment. Participant further represents and agrees that Participant is fully aware that the condition of the Premises may change from time to time; that equine and non-equine animals are dangerous and unpredictable; and, that equipment used in such activities is subject to unusual stress and wear that can result in failure. Participant represents and agrees further that Participant has observed, and/or participated in, such activities in the past and is fully aware that the conditions, animals, facilities, and other participants involved in such activities pose a danger to Participant.

With this knowledge and experience in mind, Participant expressly and voluntarily accepts and assumes all of the risks and dangers inherent in equine and non-equine hunting and outfitting related activities. Participant agrees that by voluntarily choosing to participate in such activities, such participation itself shall constitute full and complete acceptance and assumption of all such risks and dangers. Participant agrees further that such acceptance and assumption shall extend to the risk and danger of Participant's death or bodily injury, or to the death or bodily injury of others as a result of Participant's conduct, and that the term "bodily injury" shall include injuries of any type or kind, whether deemed "serious" or not, whether found "disabling," either temporary or permanently, or not.

Participant agrees to monitor and warn all third parties associated, related or in the company of Participant as to the inherent risks associated with equine and hunting and outfitting-related activities. Participant shall not allow any such third party to assist, help or perform any action in support of the equine and hunting and outfitting-related activities unless such third party has signed this agreement. Participant's failure to enforce or comply with this provision shall make Participant responsible for such third parties and Participant hereby indemnifies owners for all claims, costs, expenses, judgments, or other expenditures related to any injury /death to such third party.

Participant promises to use common sense and good judgment in his/her conduct at all times during his/her presence on the premises. Participant agrees and promises to release Owners from all liability for, to fully indemnify Owners for any cost, expense, fee, judgment, damage award or other expenditure related to; and **NOT SUE OWNERS FOR OR ABOUT**, any death, injury, damage, claim, loss, or cause of action arising out of Participant's participation in equine or non equine outfitting-related activities on the premises, or as a result or consequence of such participation, or arising with respect to the design, repair, maintenance, training or care of the premises or its facilities and of any equipment or stock of Owners' used by Participant. Participant represents that this release, agreement to indemnify, and promise not to sue shall be construed as broadly as possible.

Owners represent that they do not intend to supervise, nor do they accept responsibility for the supervision of, Participant or any third party or Participant's conduct in any way at any time while Participant is on the premises, except such supervision as is inherent to and required by their outfitting licensure. This agreement shall be binding upon the parties and their heirs, successors, assigns, Personal Representatives and agents. The terms and promises of this Agreement shall not be limited by the terms and promises of any other Agreement. In the event that any provision herein shall be held void and unenforceable for any reason, such fact shall not destroy the remaining provisions of this agreement.

Participant, and Participant's parent or legal guardian, if applicable, represent (s) and agree (s) that: each understands this Agreement and its consequence and agrees to be bound by it; each

signs voluntarily and without reliance upon the representations of contained in this Agreement; this Agreement shall be a COMPLET claim, suit or action by Participant, or by anyone on Participant's Agreement, all signing parties, for themselves and their heirs, suc Representatives and agents, are freely and voluntarily relinquishing.//	TE LEGAL DEFENSE to <u>any</u> behalf; and, by signing this ccessors, assigns, Personal	
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I HAVE READ AND UNDERSTAND THE USER RELEASE AGREEMENT:	OF LIABILITY	
PARTICIPENT'S SIGNATURE:	Date	
PARENT/GUARDIAN SIGNATURE:	Date	
PARENT/GUARDIAN SIGNATURE:	Date	