



ACKNOWLEDGMENT OF RISK PARTICIPANT AGREEMENT AND RELEASE

Permitted Outfitter in Utah's Ashley National Forest and
Idaho's Caribou-Targhee National Forest. IOGLB License # 20529

In consideration of the services of Flying J Outfitters, Inc. and Flying J Outfitters ID, 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 F.J.O.). I hereby agree to release and discharge F.J.O., 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, wagon rides, guided and drop camp hunting trips and pack trips using horses, 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, F.J.O. guides/instructors/facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of 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. I understand that horseback riding is classified as a rugged adventure recreational sport activity and that no horse is a completely safe horse, horses are a prey animal with a mind of their own. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instinct which may include, but are not limited to: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger.
2. 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. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless F.J.O. 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 F.J.O.'s equipment or facilities, including any such claims which allege negligent acts or omissions of F.J.O. I agree to wear any clothing suggested for my safety.
3. I understand that upon mounting a horse and taking up the reins the rider is in primary control of the horse. The riders' safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I also understand that F.J.O. is not responsible for elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: Thunder, Lightning, Rain, Wind, Wild or domestic animals, insects, reptiles, trees falling, or irregular footing on wild land which is subject to constant change due to weather and man-made changes in landscapes.
4. 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 cost 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 cost of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit against F.J.O., I agree to do so solely in the state of Utah, and in the county of Duchesne, 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. Should F.J.O. 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.
6. I agree that any dispute arising from the interpretation, performance or breach of this Agreement, including but not limited to any claim of personal injury, shall be resolved by final and binding arbitration. Unless agreed otherwise by both Client and F.J.O., arbitration will take place in accordance with the rules of the American Arbitration Association.

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 rights to maintain a lawsuit against F.J.O. 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. In consideration of the services of F.J.O., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf I hereby agree to release and discharge F.J.O., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows. The term "horse" shall refer to all equine species. The term "horseback riding", "riding", "wagon rides", or "drop camps, summer or hunting" or "hunting trips" shall refer to riding or otherwise handling of horse, ponies, mules, or donkeys whether from the ground or mounted. I do further agree that I shall not bring any claims, demands, legal actions and causes of action, against F.J.O. and its associated as stated above in the clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of F.J.O. to include while riding, handling or otherwise being near horses owned by or in the care, custody and control of F.J.O. whether on or off the premises of F.J.O.

ALL CLIENTS AND/OR PARENTS/LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT:

SIGNER STATEMENT OF AWARENESS: I/WE, THE UNDERSIGNED HAVE READ AND DO UNDERTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSSUMPTION OF RISK. I/WE, FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT(S) ARE TRUE AND ACCURATE.

Address _____

City _____

State _____

Zip _____

Phone _____

Email _____

Print Name of Adult Rider

Signature of Adult Rider

Insurance Company (n/a for none)

Date

Print Name of Adult Rider

Signature of Adult Rider

Insurance Company (n/a for none)

Date

Print Name of Adult Rider

Signature of Adult Rider

Insurance Company (n/a for none)

Date

Print Name of Adult Rider

Signature of Adult Rider

Insurance Company (n/a for none)

Date

In consideration of _____

List the names of all Minor Riders

permitted by F.J.O. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless F.J.O. from any and all claims which are brought by, or on behalf of Minor, and which are any way connected with such use or participation by minor.

Name of Parent/Guardian

Signature of Parent/Guardian

Date