

This agreement and release from liability is made by (“the **Participant**”) who accepts the terms below.

The **Participant** acknowledges and agrees that he/she has read the following provisions **carefully** and understands that by signing this **Participant Liability Waiver** (“the **Waiver**”) he/she is **waiving the right to sue** the following parties: Silver Spur Ranch Idaho or any of its affiliates including owners and employees, as well as all other owners and any sponsors of the facilities used and/or those that participate in “The Silver Spur Ranch Horse Drive” The **Participant** acknowledges and agrees that he/she waives his/her right to sue the above mentioned parties **for any and all damages, claims, personal injuries, or death the Participant suffers as a result of his/her participation in “The Silver Spur Ranch Horse Drive”, or with any other activity associated with or provided in connection with “The Silver Spur Ranch Horse Drive”**

**WARNING:**

Participation in the horse drive known as “The Silver Spur Ranch Horse Drive” can cause **serious injury** or even **death**. The **Participant** hereby agrees to accept and assume all risks related to participation in “The Silver Spur Ranch Horse Drive”.

Please read each of the following provisions carefully and sign with your signature acknowledging that the **Participant** accepts the terms, clauses, and provisions of this **Waiver**. Failure to initial or sign this **Waiver** will exclude the **Participant** from taking part in “The Silver Spur Ranch Horse Drive.”

***1. Parties Waived***

The **Participant** understands that this **Waiver** is effective with respect to each and all of the following: The Silver Spur Ranch or any of its affiliates including owners and employees, as well as all other owners and any sponsors of the facilities used and/or those that participate in “The Silver Spur Ranch Horse Drive” The **Participant** further agrees that prior to his/her participation, he/she will inspect the facilities and equipment and areas used, and if the **Participant** considers them to be too dangerous, he/she has every right to withdraw from participating in “The Silver Spur Ranch Horse Drive” and the **Participant** will advise a ranch manager of his/her decision.

***2. Assumption of the Risk***

The **Participant** is fully aware that “The Silver Spur Ranch Horse Drive” and related activities are **dangerous**, and contain **inherent risks** that include but are not limited to **serious injury** or even **death**. The **Participant** is also fully aware that no amount of care, caution, instruction, or expertise can eliminate these dangers, and that his/her participation in the event may cause serious injury or death, and/or economic loss, which may result not only from **Participant’s** own actions, inaction, or negligence, but also from the actions, inactions, or negligence of others, including other participants, from the condition of the facility or area used, from the area where the event or activity is being

conducted, or from the rules (or lack thereof) inherent in this type of dangerous activity. The **Participant** further represents that prior to participating, he/she agrees to observe and obey all posted rules and warnings, and further agrees to follow any oral instructions or directions given by The Silver Spur Ranch, employees, representatives, or agents.

### ***3. Exemption From Liability***

By signing below, the **Participant** hereby fully and forever releases The Silver Spur Ranch or any of its affiliates including owners and employees, as well as all other owners and any sponsors of the facilities used and/or those that participate in “The Silver Spur Ranch Horse Drive.” **This Exemption from Liability includes loss, liability, claims, expenses, damage or injury arising from participation in “The Silver Spur Ranch Horse Drive” or other related activities. Exemption from Liability includes loss, liability, claims, expenses, damage or injury resulting from any and all actions OR inactions of The Silver Spur Ranch, or any of its owners, officers, employees, or agents.**

### ***4. Covenant Not To Sue***

The **Participant** assumes full responsibility for personal injury to himself/herself and (if applicable) the **Participant’s** family members, and further releases and discharges The Silver Spur Ranch, for injury, loss or damage arising out of the **Participant’s** or his/her family’s use of or presence upon the facilities of, “The Silver Spur Ranch” **whether caused by the fault of Participant, Participant’s family, The Silver Spur Ranch, or other third parties.** The **Participant** agrees for himself/herself and for anyone on the **Participant’s** behalf not to file suit and not to take any legal action against The Silver Spur Ranch or any of its affiliates including owners and employees, as well as all other owners and any sponsors of the facilities used and/or those that participate in “The Silver Spur Ranch Horse Drive.”

### ***5. Indemnity***

The **Participant** agrees to indemnify and defend The Silver Spur Ranch against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from the **Participant’s** or his/her family’s use of or presence upon the facilities of “The Silver Spur Ranch”.

### ***6. Continuing Obligations***

The **Participant** agrees and acknowledges that the terms and conditions of this **Waiver** shall continue in full force and effect at all times, and shall be binding upon the **Participant’s** heirs, executors, administrator, assigns of his/her estate, and/or any person in the **Participant’s** behalf. This **Waiver** shall be effective not only for the **Participant’s** direct participation in the activity known as “The Silver Spur Ranch Horse Drive”, but any and all related activities to that event in any way associated with The Silver Spur Ranch or any of its affiliates including owners and employees, as well as all other owners and any sponsors of the facilities used and/or those that participate in “The Silver Spur Ranch Horse Drive”.

### ***7. Insurance Disclaimer***

The **Participant** acknowledges that he/she has Medical Insurance that will provide coverage in a sufficient amount to cover all **Participant’s** injuries and losses of any kind and degree in the event that the **Participant** suffers injury or harm through his/her participation in “The Silver Spur Ranch Horse Drive” or any related events. **Lack of Medical Insurance disqualifies the Participant from**

**participating in “The Silver Spur Ranch Horse Drive.”** The **Participant** understands that The Silver Spur Ranch or any of its affiliates including owners and employees, as well as all other owners and any sponsors of the facilities used and/or those that participate in “The Silver Spur Ranch Horse Drive” may not cover **Participant** with any insurance, either liability or medical, for any incident which may occur as a result of **Participant’s** participation in “The Silver Spur Ranch Horse Drive”.

### ***8. Medical Expenses***

The **Participant** agrees to pay, or to be solely liable for, payment of any and all medical emergency expenses and/or subsequent medical expenses incurred directly or indirectly as a result of any accident, illness, or incapacity that results from his/her participation in “The Silver Spur Ranch Horse Drive” or any other related activity, regardless of whether the **Participant** has otherwise authorized such expense.

The **Participant** acknowledges and understands that the Independent Insurance Coverage or the assets of The Silver Spur Ranch, or any of its affiliates including owners, officers, employees, heirs, or assigns, **are NOT available to remedy or as a remedy to compensate the Participant for any loss resulting directly or indirectly from the Participant’s participation in the “The Silver Spur Ranch Horse Drive” or related events.**

### ***9. Severability***

If any provisions of this **Waiver** are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

### ***10. Copyright***

The **Participant** agrees that any films, photographs, picture slides, movies, images, or videos taken of the **Participant** in conjunction with his/her participation in this event or activity shall be **without compensation** from The Silver Spur Ranch, or any of its affiliates including owners, officers and employees, including but not limited to all members, heirs or assigns. The **Participant** consents to the use of these photographs, pictures, slides, movies, images, or videos for any legal purposes including but not limited to promotional materials for future activities and events sponsored by The Silver Spur Ranch.

### ***11. Physical Capacity***

The **Participant** represents that he/she is physically fit and is not under the influence of drugs, alcohol, medication, or any other controlled substance of any kind. The **Participant** hereby recognizes that this **Waiver** is a contract pursuant to which the **Participant** has released any and all claims against The Silver Spur Ranch or any of its affiliates including owners and employees, as well as all other owners and any sponsors of the facilities used and/or those that participate in “The Silver Spur Ranch Horse Drive” resulting from my participation in that event and all claims caused by the negligence of any or all of those parties herein above stated.

### ***12. Cancellation and Deposit Policy***

The **Participant** is required to pay a \$500 USD (non-refundable) deposit to hold his/her spot on the world famous horse drive. The remainder of your payment will be due 15 weeks prior to your arrival at the ranch. The remaining amount due is non-refundable and must be paid 15 weeks before your arrival. The **Participant’s** remaining amount due can also be paid in cash upon arrival if prior arrangements have been made beforehand. Silver Spur Ranch has the right to accept or decline cash payments.

**THE PARTICIPANT HAS READ THIS PARTICIPANT LIABILITY WAIVER FOR THE SILVER SPUR RANCH (THE SILVER SPUR RANCH HORSE DRIVE) AND FULLY UNDERSTANDS AND AGREES THAT HE/SHE GIVES UP SUBSTANTIAL RIGHTS AND ASSUMES ANY AND ALL RISKS OF PARTICIPATION BY SIGNING BELOW, EITHER PHYSICALLY OR BY ELECTRONIC SIGNATURE.**

**THE PARTICIPANT HAS SIGNED THIS AGREEMENT VOLUNTARILY. THE PARTICIPANT FURTHER CERTIFIES THAT HE/SHE IS 18 YEARS OF AGE OR OLDER.**

**THE PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT AND AGREES WITH EACH AND EVERY TERM AND CONDITION.**