

Main Street Pinedale – Winter Carnival
RELEASE AND WAIVER OF LIABILITY AGREEMENT

By signing this agreement, you are giving up legal rights. Read this agreement carefully before signing.

I (Participant) _____, (Age) _____, and (Custodial Parent or Legal Guardian if Participant is a minor) _____, (hereinafter the "Undersigned"), reside at _____ and acknowledge, consent, warrant and covenant, that:

1. I, the Undersigned, understand that participation in equine and ski related activities are inherently dangerous and may cause scrapes, cuts, bruises, muscle, joint, and bone injuries, other physical trauma, long-term impairment, disfiguration, blindness, or even death. I acknowledge that the horse packing and ski joring programs, related events, and activities are "Equine activities" and "Sport or recreational activities" that fall within the scope of the Wyoming Recreational Safety Act, Wyoming Statutes § 1-1-121, *et seq*, and that I and/or the minor participant, assume all inherent risks related to the participation of such equine and recreational activities. I voluntarily assume the risks and dangers of injury or death inherent in participating in any equine or ski joring activities provided by Main Street Pinedale, Harber Construction, Inc., John B. Harber et al (Bloomfield), Sublette County Recreation Board and Intermountain Association or their officers or owners, employees, family members, heirs or agents, other participants, volunteers, sanctioning organization(s) or any subdivision thereof (hereinafter the "Releasees").
2. In consideration so that the Undersigned may participate in equine or ski joring activities during the Winter Carnival, the Undersigned hereby RELEASE, DISCHARGE, AND PROMISE NOT TO SUE the Releasees for any loss, liability, damage or cost whatsoever arising out of, or related to any loss, damage or injury (including death) to my person, children or property. The Undersigned release the Releasees from any claim or negligence relating to the Releasees' equine or ski joring activities, including, but not limited to, instruction techniques, premises, or equipment. The Undersigned further understand and accepts the risk and that the Undersigned alone are responsible for inspecting and insuring the fitness and adequacy of all equipment that the Undersigned may utilize. The Undersigned agree to abide by and follow any instructions given or rules established by Releasees with regard to the Undersigned's participating in the equine or ski joring activities.
3. The Undersigned authorize a licensed physician, dentist and/or other medical care provider to carry out any emergency medical care of the Undersigned. The Undersigned agree to pay all costs associated with such medical treatment and related transportation for Undersigned. The Undersigned acknowledges that the responsibility to provide insurance for any medical treatment rest solely with the Undersigned.
4. The Undersigned expressly agrees that the foregoing Release and Waiver of Liability Agreement is governed by the State of Wyoming and the Wyoming Recreational Safety Act, and is intended to be as broad and inclusive as is permitted by Wyoming Law. In the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. This agreement shall be binding on the Undersigned's personal representative, children, heirs, legal representatives, successors and assigns. The Undersigned further acknowledge that this document is a contract that is a perpetual, non-revocable and that the Undersigned agrees that if a lawsuit is filed against the Releasees and/or if the Undersigned cause any injury or damage in breach of this contract, the Undersigned shall pay all attorney's fees and costs incurred by Releasees.

PARTICIPANT SIGNATURE DATE

PARENT/GUARDIAN WAIVER FOR MINOR

Custodial Parent or Legal Guardian must sign the following if Participant is under eighteen (18) years of age:

I, _____ acting as Legal Custodial Parent or Guardian, or Natural Guardian of _____, hereby affirms that I have read this Agreement, understands and consents to the terms on behalf of myself and on behalf of the minor Participant. I have discussed with the Undersigned minor this document, its consequences and the dangers of the event in which the Undersigned minor wishes to participate, and agrees to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost they may incur because of any defects in or lack of capacity to act on behalf of minor Undersigned in executing this Agreement.

In consideration for allowing my minor child to participate, and by affixing my signature below, I agree to be bound by all terms and provisions set forth herein.

SIGNATURE OF CUSTODIAL PARENT OR LEGAL GUARDIAN DATE