

**Back Country Horsemen of Idaho, Back Country Horsemen Foundation, Squaw Butte Back Country Horsemen
RELEASE AND WAIVER OF CLAIMS
Effective Calendar Year 2011**

NOTICE: This Document is a Legally Binding Contract Limiting Your Rights to Recover for Injury or Loss!

Nothing in this agreement is intended to limit the effect or replace the limitation of liability provided by Idaho's Equine Activities Immunity Act, Idaho Code 6-1801 et. Seq. This agreement is intended to extend greater protection to entities named below. By signing this document you waive your rights to bring any legal claim to recover compensation or obtain any other remedy for injury or death to yourself, your spouse, your children, or others for the loss or damage to property, however caused, arising out of the negligent or other tortuous acts of the officers or agents listed below, now or at any time in the future, caused by their actions or failure to act, or otherwise. You also agree to protect, defend, and indemnify the officers or agents listed below against all claims for injuries you caused to others in connections with any of their activities.

1. **Definitions.** Herein "SBBCH" means Squaw Butte Back Country Horsemen, its officers, agents, activity coordinators, activity leaders; "BCHI" means Back Country Horsemen of Idaho and Back Country Horsemen of Idaho Foundation, its chapters, officers, directors and members. "I" means the undersigned individual, all heirs, and the members of their family, including any minors whether or not accompanying the individual, and the personal representative, executors, and administrator of the individual.
2. **Release and Waiver of all Claims and Covenant not to Sue.** In consideration of participation in the activities of SBBCH and BCHI by me, by my spouse, children and other dependents, I irrevocably waive and release SBBCH and BCHI and the owners of all facilities, equipment, and land used in SBBCH and BCHI activities from, and WAIVE MY SUBSTANTIAL RIGHT TO ASSERT ANY CAUSE OF ACTION< CLAIM OR DEMANDS OF ANY NATURE WHATSOEVER, including by not limited to, any claim of negligence, which I may have or acquire in the future against SBBCH and BCHI on account of personal injury, property damage, death, or accident of any kind, arising from my involvement in SBBCH and BCHI activities, however the injury or damage is caused, including, but not limited to, the negligence of SBBCH or BCHI. I contractually release SBBCH and BCHI and agree to hold SBBCH and BCHI harmless from any and all liability for any claims, demands, damages, actions, caused of actions or suites of any kind or nature whatsoever, which result or may result in the future from activities sponsored by SBBCH or BCHI or coordinated by SBBCH or BCHI members. This release applies to all SBBCH and BCHI activities in the future in which I may participate. This release shall be effective and apply to all my heirs and the members of my family, including any minors, whether or not accompany me and my personal representative, executors and administrators.
3. **Legal Actions Limitation.** If any of the entities listed above has to take legal action in relation to this Agreement, and the entity is successful in the action, the unsuccessful party shall pay the entity, in addition to all sums that the unsuccessful party may be called on to pay, a reasonable sum for the entity's attorney's fees and court costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Venue for any dispute or litigation arising out of this Agreement shall be in Gem County, Idaho District Court. Any modification of this Agreement or additional obligation assumed by either party in Connection with this agreement shall be binding only if in writing signed by each party or authorized representative of each party. There shall be no oral amendment or modification of this Agreement.
4. **Acknowledgment of Risk.** I hereby acknowledge and agree that activities of SBBCH or BCHI are frequently inherently dangerous and have a high degree of risk. I acknowledge that by execution hereof, I am waiving and releasing all claims against SBBCH and BCHI for any injury whatsoever. I agree to participate as a common adventurer, being personally responsible for my own safety and not looking to any others to protect me from harm.
5. **Statement of Capacity and Understanding.** I will not undertake any activity of SBBCH or BCHI without becoming fully aware of the nature and extent of the risks inherent therein. By participation, I am voluntarily assuming the risks. I will not engage in the activities unless I am in good health and have no physical limitations, which could preclude my safe participation. I understand I am responsible for my own instruction in safety and providing for my own safety. I am of lawful age (18 years or older) and other wise legally competent to sign this agreement. I understand that the terms of this agreement are contractual and legally binding. By signing this agreement, I acknowledge that I have carefully read this agreement, and sign of my own free will.

X _____
Signature Date Print Name

X _____
Signature Date Print Name

If the above named individual is under 18 years of age: Parent or Guardian Consent: I as parent or guardian of the above named minor under 18 years of age, hereby consent to the terms and conditions set forth in this Release and Waiver of Claim form. I authorize his or her signing it, and covenant not to sue. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with law of any jurisdiction, the validity, legally and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

X _____
Signature Date Print Name