



Bugling Winds Outfitting

ACTIVITY AGREEMENT AND INDEMNITY

The undersigned would like to engage in horseback riding, fishing, hunting and/or other recreational activities with Bugling Winds Outfitting (from here known as "BWO") in Crowheart, Wyoming.

I acknowledge and understand that participation in riding, hunting, and fishing has inherent risk, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I understand that these risks, hazards, and dangers include the risk of physical injury from:

- Hiking in rugged country;
- Encounters with wildlife, animals and insects;
- Temperature extremes;
- Altitudes;
- Inclement weather conditions and the unavailability of immediate medical attention in case of injury in the wilderness.

I fully understand the risks, hazards, and dangers described above and have had the opportunity to discuss them. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I have the good physical conditioning and degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities for my own safety and to follow instructions from BWO with regard to these activities.

BWO will only furnish service to the undersigned on the terms set forth below, whereby the undersigned must bear the risks of any such injuries and damages, rather than BWO. These are voluntary activities and will only be done on these terms. Therefore, for good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby releases, indemnifies, and agrees to hold harmless BWO and its owner, employees, agents and affiliates from any and all claims and liabilities against any of them, and related expenses (including reasonable attorney's fees), directly or indirectly relating to or arising out of any such recreational activities, in the absence of willful misconduct on the part of BWO.

This agreement will remain in full force and affect so long as BWO provides any such recreational activities. This agreement may not be unilaterally cancelled or modified by the undersigned. Any cancellation or modification must be in writing and signed by the undersigned and by the appropriate BWO principle. This agreement is binding upon each of the undersigned and their successors, heirs, estates and personal representatives.

This a valid and binding agreement which has been properly entered into by the undersigned.

The foregoing is signed with the understanding that its intent and purpose is to protect BWO from suit by the undersigned or on behalf of the undersigned by any other person claiming recovery for damage suffered by the undersigned; but that is not intended to make the undersigned idemnitor of BWO should BWO be sued by a third person for injuries suffered by such person.

This contract shall be governed by Wyoming law, which is the principal place of business of Bugling Winds Outfitting and any court disputes arising hereunder shall be resolved in Wyoming. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective, valid and enforceable under the State of Wyoming. However, if any provisions of this agreement shall be prohibited by, or shall be invalid or unenforceable under the applicable law, such provision will be ineffective to the extent of such prohibition, unenforceable, or invalid, without invalidating the remainder of such provision or the remaining provisions contained in this agreement.

Bugling Winds Outfitting
8223 Hwy 26, Crowheart, WY 82512
Phone: (307) 486-2252



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ACTIVITY AGREEMENT AND INDEMNITY, cont.

It is recommended, but not required, that the undersigned obtain cancellation insurance concerning travel arrangement, and the undersigned obtain individual insurance for personal injuries, loss or damage to baggage, and for all legal liability. Participant agrees a facsimile or other electronically transmitted signature has the same force and effect as an original.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT.

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR ARRIVAL.

Signature of Guest

Date

Signature of Guest

Date

FOR PARTICIPANTS WHO ARE UNDER 18 YEARS OF AGE

I/We declare that I am (we are) the parent/legal guardians of

_____, a minor, and I/We hereby assume full responsibility for the expenses and liabilities of the above named participant in this program.

I/We agree to hold Bugling Winds Outfitting harmless from any liability or claims on behalf of that participant, and authorize the use of appropriate medical treatment for participant in the event of an injury.

Parent or Guardian

Date

Parent or Guardian

Date

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