

AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY

*Please read this contract carefully.
It releases UXU Ranch from liability and waives certain rights.*

In consideration of being permitted to participate in an outdoor recreation trip with UXU 1929, LLC, d/b/a UXU Ranch (“UXU Ranch”), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant’s behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

1. Acknowledgement of Dangers and Risks: I understand, acknowledge, and agree that participating in an outdoor recreation trip, which trip may include horseback riding, fishing, hiking, photography tutorial workshops, wild horse tours, cookouts, camping, lodging, and transport by UXU Ranch (hereinafter the “Activities”), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that I am a “recreational participant” under the Wyoming Recreation Safety Act (W.S. § 1-1-121 et. seq.) and that participating in the Activities involves certain inherent dangers and risks that cannot be eliminated or controlled by UXU Ranch, the presence of which are integral to the adventurous nature of the Activities. I understand and agree that the following is a list of inherent dangers and risks that could cause physical or emotional injury or death, but that it is not exhaustive – I understand that there are many other dangers or inherent risks associated with the Activities not listed below: **1) Risks associated with horseback riding, wild horse tours, and hiking in the backcountry, including:** unmaintained or rough trail; path and/or trail obstructions; slipping, tripping, or falling; variations in terrain; exposure to steep terrain; unstable or loose rock or other terrain; trail and ledge side drop-offs; errors in wrangler or guide judgment or lapse in guide or wrangler skill; failure or malfunction of equipment or tack, including slipping saddles; falling off an equine animal, being thrown from, bucked off, kicked by, stepped on, or bitten by an equine animal; being caught in tack or ropes and dragged by an equine animal; allergic reactions to equine animals; falling or other injurious contact with equine animals, equipment, or fencing; all risks generally associated with the wild nature of equine animals, including unexpected spooking or behavior; unpredictable reactions of equine animals to such things as medication, sounds, sudden movement and unfamiliar objects, wildlife, persons or other animals; hazards such as surface and subsurface ground conditions; collisions with other equine animals or objects; the failure of other participants to maintain control over equine animals or to act outside of participant’s abilities; unmarked obstacles; collisions with natural and man-made objects; collisions with other trail users; getting lost; and equipment failure or malfunction. **2) Risks associated with fishing and being around or in water, including:** falling into water; water immersion, including drowning; falling into unfamiliar water with submerged hazards; bank collapse; exposure to fishing hooks and lines; injurious contact with your own fishing equipment or that of other participants (including UXU Ranch’s equipment); slipping, tripping, or falling while wading or walking along the water’s edge; and errors in guide judgment, or lapse in guide skill. **3) Risks associated with transport in a motor vehicle, including:** all commonly understood risks of riding in a vehicle; risks associated with riding in a vehicle in remote terrain on backcountry or 4-wheel drive roads; and lapse in driver judgment or skill. **4) General risks associated with being on a recreational trip, staying at a remote camp, and relying on guides, including:** exposure to dangerous wildlife or insects, including but not limited to bison, elk, moose, grizzly bear, black bear, mountain lions, wolves, and snakes; dangerous contact with domestic animals; snake bites; dog bites; bee stings; exposure to dangerous or poisonous plants; allergen exposure; falling trees; moving objects associated with extreme weather; storms; wind; hail; lightning; flash flood; temperature fluctuations; extreme or partial darkness; landslides; earthquakes; rock-fall; mudslides; wildfire; kitchen or cooking related dangers; exposure to food allergens; mental or physical shock; burns or burning associated with campfires, hot surfaces, and sun exposure; discharge of weapons in or near the area of Activities; steep and/or rough trail conditions; dangerous water crossings; getting lost; irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures), which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape; overexertion; fatigue; dizziness or disorientation; diminished reaction time; all manner of outdoor injuries including brain injury, spinal injury, broken bones, burns, internal injury, sickness or disease, hypothermia, sunburn, frostbite, heatstroke, dehydration, hyponatremia, and altitude sickness; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens (including but not limited to contraction of COVID-19); exacerbation of Participant’s own health condition(s); physical or psychological trauma; mentally or physically unstable or criminal trip participants; negligence by trip participants; errors in wrangler, guide, or staff judgment; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; and mental, physical, or emotional injury or distress from exposure to any of the above. I understand that UXU Ranch has done its best to list the known risks of participating in the Activities, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activities.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activities despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activities. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activities. I expressly acknowledge and assume all risks, dangers, and consequences of the Activities, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

Initials _____

3. Participant's Responsibilities and Representations: I represent that I am physically and mentally capable of participating in the Activities. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all guide instructions at all times while engaging in the Activities. Further, I represent that I have had the opportunity to both independently research and discuss with UXU Ranch the risks of participating in the Activities and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activities. I understand that I am responsible for truthfully disclosing and notifying UXU Ranch of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume alcohol during my trip, I will bear sole responsibility for myself and for any damages I may cause to UXU Ranch, its property or to other guests. I understand that I am staying in a remote location with wild animals, including grizzly bears, and that UXU Ranch recommends carrying bear spray at all times and hiking in groups of two or more. I understand that UXU Ranch prohibits any and all cooking or smoking in cabins. I am not relying on any prior oral, written, or visual representations made by UXU Ranch, including in any website or promotional materials, to induce me to participate in the Activities. With all of the foregoing in mind, I assume full responsibility for my own safety.

4. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for UXU Ranch's agreement to allow the Participant to participate in the Activities, **I HEREBY AGREE NOT TO SUE UXU 1929, LLC, D/B/A UXU RANCH (UXU RANCH)**, its affiliated companies and subsidiaries, or any of their respective successors in interest, affiliated organizations and companies, Ride Anyway, LLC, insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, members, contractors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activities. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activities, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not gross negligence or intentional conduct).

5. Agreement to Indemnify: I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activities. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against released parties, undersigned will be required to pay back to the released parties all sums of money incurred by, or paid by or on behalf of, any of the released parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

6. Medical Authorization: I hereby: 1) authorize the Released Party to undertake any emergency medical care for me; 2) authorize the Released Party and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold the Released Party harmless from any claims associated with such medical care and/or related transportation.

7. Application of Agreement to Minor Participants: In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activities and sign this document out of a desire to have the Participant be allowed to participate in the Activities. I represent that I am a **legal** parent or guardian of the minor Participant.

8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

9. Agreement to Application of Wyoming Law and Selection of Forum: I agree that any and all claims for injury and/or death arising from my participation in the Activities shall be governed by Wyoming law, and that the exclusive jurisdiction for any claim shall be in the Park County, Wyoming District Court, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

Initials _____

10. Miscellaneous Provisions: I agree that UXU Ranch may utilize my photograph, or video of me participating in the Activities for any purpose, and that any such image is the property of UXU Ranch. If any sentence, clause, paragraph, or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by UXU Ranch during or incidental to the Activities are solely responsible for injury that occurs to me while I am in their care, and that UXU Ranch is not in a joint venture with any such vendor or subcontractor. I agree that UXU Ranch is not a common carrier.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.

Signature

Printed Full Name

Date

If signing on behalf of a minor, printed full name of minor Participant: _____



Initials _____