



**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS &  
WAIVER AND RELEASE AGREEMENT**

**INTRODUCTION**

**PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. This is a two part document.** Part A is an Acknowledgment and Assumption of Risks and Part B is a Waiver and Release Agreement. This Introduction and the Conclusion contain paragraphs common to both parts A and B. The Introduction, Parts A and B, and the Conclusion form the entire agreement (referred to as the "Document" hereafter). **By signing this Document you are agreeing to it in its entirety.**

During your stay at Darwin Ranch you and/or your minor child will be involved as participants (referred to as "Participant(s)" hereafter) in recreational and other activities that take place on both private and public lands. The U.S.D.A Forest Service ("F.S." hereafter) does not allow any of its service providers, including Darwin Ranch, to be released by their clients from liability for injuries or for other losses occurring while operating under Permit on F.S. lands. No F.S. Permit is required, however, for activities engaged in on private lands or for unsupervised or unguided activities on F.S. lands. Part A - "Acknowledgment and Assumption of Risks" - covers all your activities on all lands, regardless of ownership. Part B - "Waiver and Release Agreement" - covers any unguided or unsupervised activities you engage in on F.S. lands, and all activities on all other lands, both private and public.

All adult Participants shall sign this Document. Parents or Legal Guardians (referred to jointly as "Parent(s)" hereafter) shall also sign this Document to indemnify the Darwin Ranch against liability and/or expenses relating to their minor children. All references to "child" or "children" include those of both Parents and Legal Guardians.

In consideration of any commercial or non-commercial services and products provided by Darwin Ranch, Inc. and its agents, owners, officers, employees, representatives, lessors, donors, and all other persons or entities associated with it, including Loring Woodman, owner of the real estate leased by Darwin Ranch, Inc. for its guest ranch operations - the entirety referred to collectively hereafter as "Darwin Ranch" - **I, as Participant and/or as Parent of any minor Participants, do hereby agree as follows:**

**PART A: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

**Certain risks are present in the activities available at or around the Darwin Ranch.** These activities vary, can be supervised or unsupervised, guided or unguided by Darwin Ranch or other personnel, and may or may not involve Darwin Ranch equipment or facilities. Such activities include, without limitation, horseback riding, hunting, hiking, swimming, fishing, camping, skiing, snowmobiling, snowshoeing, snowboarding, and dog sledding ("Activity" or "Activities" hereafter). Although Darwin Ranch has taken reasonable steps to provide me with appropriate equipment and skilled staff so I can enjoy an Activity for which I may not be skilled, I acknowledge that these Activities are not without risk. **Some risks are inherent in or integral to these Activities and cannot be eliminated or reduced. A variety of other risks also exist. These risks, hazards and dangers can be the cause of damage to my equipment, or of injury, illness, mental or emotional trauma, paralysis, disability or death.**

**I UNDERSTAND AND ACKNOWLEDGE THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE, WITHOUT LIMITATION:**

- 1. Risks present in an outdoor or wilderness environment.** These risks include travel in and enjoyment of mountainous or wilderness terrain both on and off trails. Travel on land or water can be subject to storms, strong winds, lightning, rapidly moving rivers or creeks, whitewater, flashfloods, extremely hot or cold weather or water, falling rocks, snow and ice, avalanches, landslides, falling or fallen timber, stinging insects, poisonous plants, wild animals and other natural hazards and dangers. While traveling in these areas, hazards are generally not marked and weather is unpredictable year around.
- 2. Risks arising out of any activity involving horses or other livestock.** Horses and other livestock (including donkeys or mules) are unpredictable in all circumstances, whether Participants are mounting, dismounting, saddling, feeding, riding, packing or dealing with livestock in any way. Without warning, livestock can kick, bite, stomp, stumble, rear, bolt, fall down, and react to sudden movements, noise, light, vehicles, people, other animals or objects. Horseback riding can involve equipment that may fail, saddles or blankets that may slip, and other riders who may not control their animals.
- 3. Risks involved in decision making.** There are risks involved in decision making, including the risk that a Darwin Ranch employee, representative, contractor or Participant may misjudge a Participant's capabilities, or misjudge weather, terrain, water level, location and nature of routes, some aspect of medical treatment, or the character of a horse or other livestock.

4. **Risks arising from recreating in areas where others may be using firearms**, including the risk of being shot or struck by flying debris or by accidental discharge of a firearm.
5. **Risks in using equipment** which may break, fail or malfunction.
6. **Risks connected with geographic location.** Activities may take place in remote places, several hours from any medical facility, causing potential delays or difficulties with communication, transportation, evacuation and medical care.
7. **Risks regarding conduct.** Risks include the potential that the Participant, or other Participants or third parties may act carelessly or recklessly.
8. **Risks associated with transportation.** Travel can be by foot or vehicle, horse, raft, boat, ski, snowcoach, snowmobile, snowshoe, snowboard, dog sled, horse drawn sleigh, or by other means and can be over rough, mountainous and unpredictable terrain or via rivers, with wind, rain, snow, or other adverse weather conditions.
9. **Risks connected with cooking, camping, and back-country living.** Participants may cook over a gas stove or on an open fire and are subject to the risk of gas explosion or burn. Drinking water may be contaminated.
10. **Risks associated with premises.** Participants may split firewood or engage in other chores. Boulders, ruts, slippery walkways, uneven ground, snow, ice and other hazardous conditions exist at and around the Darwin Ranch and in the surrounding country.
11. **Risks associated with unsupervised time.** Participants will have unsupervised time during their stay. Minor Participants especially will need their Parents' supervision during all free time.
12. **Risks arising out of my own judgement** that I as a Participant have the knowledge and expertise necessary to undertake unsupervised or unguided Activities.

I understand that the above enumeration and description of risks is not complete. I acknowledge that participating in these Activities may require a degree of skill and knowledge different from other Activities that I am more familiar with. I acknowledge that as a Participant I have responsibilities to exercise good judgement. I represent that I am fully capable of participating in these activities without causing harm to myself or to others, and that I have no mental or physical problems which might compromise or affect my ability to participate in these activities which I have not disclosed to Darwin Ranch.

I acknowledge that the staff of Darwin Ranch is and has been available should I have further questions about the nature and physical demands of these Activities and the risks, hazards and dangers associated with them. I understand that the presence of Darwin Ranch personnel is absolutely no assurance of my safety or of the lessening of any of these risks.

**According to Wyoming Statute 1-1-121 through 123, individuals assume the inherent risks of recreational activities, and recreation providers such as the Darwin Ranch are not legally responsible for property damage, injury or death to a Participant resulting from the inherent risks of recreational Activities.**

**MY PARTICIPATION AND/OR MY MINOR CHILDREN'S PARTICIPATION IN THESE ACTIVITIES IS PURELY VOLUNTARY. NO ONE IS FORCING US TO PARTICIPATE. I THEREFORE ASSUME AND ACCEPT FULL RESPONSIBILITY FOR MYSELF AND MY MINOR CHILDREN FOR ANY INHERENT RISKS IDENTIFIED OR NOT IDENTIFIED HERE THAT MAY RESULT IN PROPERTY DAMAGE, INJURY, OR DEATH.**

## **PART B: WAIVER AND RELEASE AGREEMENT**

**PLEASE READ CAREFULLY. THIS PART B CONTAINS A WAIVER AND RELEASE OF LIABILITY AND COMPROMISE OF CERTAIN LEGAL RIGHTS. Except to the extent F.S. policy prohibits my doing so when receiving guided or supervised services on F.S. lands under F.S. permits, I, as Participant and as Parent of any minor Participants, for myself, my heirs, executors, administrators and representatives, do hereby agree as follows:**

- A) **To release and not to sue Darwin Ranch** with respect to all claims, liabilities, suits or expenses, including attorney's fees and costs ("claim(s)" hereafter) in any way associated with my participation in Darwin Ranch Activities or use of its equipment or facilities; and/or -
- B) **To defend and indemnify** (meaning protect by reimbursement or payment) Darwin Ranch with respect to all claims -
- brought by or on behalf of myself or my child for any loss while participating in Darwin Ranch Activities or using its equipment or facilities; and/or -
  - brought by any other person for any loss for which we are wholly or in part responsible while participating in Darwin Ranch Activities or using its equipment or facilities.

I recognize that in spite of any encouragement or discouragement by Darwin Ranch personnel the decision to participate in various unguided and unsupervised Activities, whether on private or on F.S. land, is my sole responsibility. I state that I have the skills necessary to assess the risks involved in making this decision. If I do not think I can assess the risks of certain Activities I will only engage in these Activities under direct supervision. If my judgement as to my own capabilities ultimately endangers me in some way I accept full responsibility for having chosen to forego supervision.

**I understand that in signing this Document I am surrendering my rights to make a claim against Darwin Ranch for any property damage, injury, death, or other loss arising out of any unsupervised or unguided Activities on F.S. lands, and out of all Activities, regardless of supervision, on private and non-F.S. public lands.**

## **CONCLUSION**

I agree that this document and all other aspects of my relationship with Darwin Ranch are to be governed by the substantive laws of the State of Wyoming. Further, any suit, legal proceeding, mediation or arbitration arising out of or relating to my participation in Darwin Ranch Activities, or any other dispute with Darwin Ranch, must be filed exclusively in the State of Wyoming, and Wyoming law shall be determinative. I agree to attempt to settle any dispute that cannot be settled by discussion through mediation before a mutually acceptable mediator.

**I also agree that if I or my minor child assert a claim or file a suit against Darwin Ranch, I will pay all costs and attorneys' fees incurred by Darwin Ranch in defending that claim or suit if it is eventually withdrawn or dismissed, or to whatever extent a court determines that Darwin Ranch is not responsible for the injury, death or loss.**

I authorize Darwin Ranch personnel to call for medical care for me or for my minor child, or to transport me or my child to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I further authorize appropriate medical personnel to render such treatment as is necessary in their professional opinion for my own health or the health of my minor child. I agree that Darwin Ranch has no responsibility for medical care provided to me or my child following delivery to a medical facility or hospital, and I agree to pay all costs associated with such medical care and transportation.

I understand that this Document contains the entire agreement between the parties and that it may not be modified in any way except in a signed Addendum that references this specific signed Document. Any such modifications shall apply only to those Participants and/or Parents who have signed both this Document and the Addendum.

I expressly agree that this Document is intended to be as broad and inclusive as permitted by the laws of the State of Wyoming and that, if any portion thereof is held to be invalid, the balance shall, notwithstanding, continue in full force and effect.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, EXECUTORS, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE.**

_____ Participant's PRINTED Name	_____ Birthday	_____ SIGNATURE	_____ Date
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_____ Participant's PRINTED Name	_____ Birthday	_____ SIGNATURE	_____ Date
_____ Participant's PRINTED Name	_____ Birthday	_____ SIGNATURE	_____ Date

**THE FOLLOWING PARTICIPANTS ARE MINOR CHILDREN (under 18 years of age):**

_____ Minor Child's PRINTED Name	_____ Birthday	_____ Minor Child's PRINTED Name	_____ Birthday
_____ Minor Child's PRINTED Name	_____ Birthday	_____ Minor Child's PRINTED Name	_____ Birthday
_____ Minor Child's PRINTED Name	_____ Birthday	_____ Minor Child's PRINTED Name	_____ Birthday

**PARENTS OR GUARDIANS PLEASE SIGN BELOW ON BEHALF OF THEIR CHILDREN: If I have a participating minor child listed above, I understand that by signing below on behalf of my child I am agreeing, per the terms of this Document, to release any claims I may have as a result of injury, damage or death to my child, and to defend and indemnify Darwin Ranch should my child, or someone on his or her behalf, or a third party, bring a claim against Darwin Ranch arising out of my child's participation in Darwin Ranch Activities.**

_____ Parent's or Guardian's PRINTED Name	_____ SIGNATURE	_____ Date
_____ Parent's or Guardian's PRINTED Name	_____ SIGNATURE	_____ Date