



**ADDENDUM FOR UNGUIDED RIDING &
OTHER UNSUPERVISED LIVESTOCK ACTIVITIES**

This "Addendum for Unguided Riding & Other Unsupervised Livestock Activities" (referred to as "Addendum" hereafter) provides some additional information to Participants in Darwin Ranch Activities who have already signed the "Darwin Ranch Acknowledgement and Assumption of Risks & Waiver and Release Agreement", Version 01/10/2004, referred to as the "Original Agreement" hereafter. By signing in the signature block below you are agreeing to modify and supplement the Original Agreement as per the terms of this Addendum.

All recitals and definitions of special and/or restricted meanings made in the Original Agreement shall continue in full force in this Addendum. The term "Livestock" as used hereafter shall refer to horses, mules, donkeys, burrows, goats and llamas. In addition, the term "Unguided Riding" as used hereafter shall refer to all unsupervised Livestock Activities including without limitation: riding, leading, packing, training, feeding, caring for, shoeing, trimming, saddling, tacking, picketing and hobbling.

In consideration for my being permitted to participate in Unguided Riding on private land and/or on United States Forest Service land, I (as Participant and/or as Parent of any minor Participants) do hereby agree as follows:

I agree to undertake and assume any and all risks of Unguided Riding. For myself, my heirs, executors, administrators and assigns, I hereby waive, discharge and release Darwin Ranch from and against any and all claims, demands, actions, injuries, damages, causes of action, of whatever kind or nature, arising from or by reason of any bodily injury or personal injury, known or unknown, death or property damage resulting from my participation in Unguided Riding, **including injury or damages caused or claimed to be caused in whole or in part by the negligence of Darwin Ranch.**

I agree to indemnify Darwin Ranch from any loss, liability, damage or cost it may incur due to my participation in Unguided Riding made available by Darwin Ranch.

I take sole responsibility for requesting permission to participate in Unguided Riding, and state that, in requesting such permission, I am not relying on Darwin Ranch's warnings or lack of warnings as to the possible dangers involved. I am also not relying on any encouragement, discouragement or assessment from Darwin Ranch personnel as to my level of ability, experience, or expertise. I state that I have the skills necessary to assess the risks involved in Unguided Riding. If my judgment as to my own capabilities ultimately endangers me in some way, I accept full responsibility for having chosen to forego supervision.

I acknowledge that the Livestock I will be dealing with has been assigned to me without regard to my own skills or the Livestock's reliability. I state that I will approach any Livestock in the manner of a knowledgeable person attempting to assess the individual characteristics of an unfamiliar animal for the first time, without relying on anyone else's opinion.

I will examine all of the equipment I will be using to be sure it is safe for my purposes, and I accept the risk that there may be visible or hidden flaws, weaknesses, or lack of maintenance in the equipment I use.

I understand that I may be provided with a two-way radio for use while engaged in Unguided Riding. I hereby acknowledge that Darwin Ranch, by providing such a radio as a courtesy, does not warrant that the radio will work at any given time or location, nor does it warrant that the two-way radio receiving station at Darwin Ranch will be monitored at any given time. I expressly acknowledged that Darwin Ranch is not under any obligation to monitor the radio receiving station at any given time, or at all.

I assume full responsibility for all perceptible or imperceptible, predictable or unpredictable, hazards that I encounter anywhere I choose to engage in Unguided Riding.

I agree that this Addendum and the Original Agreement contain the entire agreement between the parties with respect to Unguided Riding and that the terms of both the Addendum and the Original Agreement are contractual in nature and not a mere recital. Both agreements shall be governed by the laws of the State of Wyoming. Neither document may be modified in any way except in an additional agreement that references both documents. Any such further modifications shall apply only to those Participants and/or Parents who have signed both this Addendum and the Original Agreement, as well as any additional agreements.

I expressly agree that this Addendum and the Original Agreement are 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 ADDENDUM 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
_____ Participant's PRINTED Name	_____ Birthday	_____ SIGNATURE	_____ Date
_____ 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

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 Addendum, 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 Unguided Riding and all other unsupervised Livestock Activities.

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