

# RED ROCK RIDE, LC

## DISCLAIMER

Participation in the Red Rock Ride involves a number of rigorous activities, including without limitation, transportation, accommodations and recreation in remote, scenic and sometimes harsh natural outdoor conditions. Furthermore, the Red Rock Ride is very physically demanding; some locations are extremely remote; and it is impossible to predict all the types of hazards that may be encountered, including close contact with other people who may carry a communicable disease and other exposure to hazardous weather, terrain, plants, animals and people. Each of the foregoing activities/conditions involves inherent risks of communicable illness, serious bodily injury, property loss and/or damage, and death. Additionally, participation in the Red Rock Ride involves riding and working with and around horses and other animals. These activities involve certain additional inherent risks, including without limitation: (A) THE PROPENSITY OF THE ANIMAL TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (B) THE UNPREDICTABILITY OF THE ANIMAL'S REACTION TO OUTSIDE STIMULATION SUCH AS SOUNDS, SUDDEN MOVEMENT, AND UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (C) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (D) THE POTENTIAL OF A PARTICIPANT GUIDES AND OTHERS TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE ANIMAL, FAILURE TO PROPERLY GUIDE OR READ WEATHER CONDITIONS OR ANIMAL DISPOSITION, OR NOT ACTING WITHIN HIS OR HER ABILITY.

The Red Rock Ride also involves various conditions, including without limitation, those described above, and others which require individual action, reaction and decisions of participants, riders and guides, some of which actions, reaction, decisions may be handled in a negligent manner. Additionally, due to the remoteness of some locations, medical attention, including normal emergency evacuation, may not be immediately available.

In light of the foregoing, RED ROCK RIDE, LC HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SAFETY OF PARTICIPANTS OR POSSIBLE DELAYS WHICH MAY RESULT FROM THE OCCURRENCE OF ANY OF THE FOREGOING CONDITIONS, AND, TO THE EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS LIABILITY FOR ANY ILLNESS, INJURY, DAMAGE, LOSS OR DELAY WHICH MAY RESULT FROM THE INHERENT RISKS DESCRIBED ABOVE OR THOSE RESULTING FROM ANY ORDINARY NEGLIGENCE OF RED ROCK RIDE, LC, ITS PRINCIPALS, AGENTS, SUBCONTRACTORS AND EMPLOYEES, FROM ANY CLAIMS, AND/OR PARTICIPATION IN THE RED ROCK RIDE AND THE ACTIVITIES ASSOCIATED THEREWITH.

## **ACKNOWLEDGMENT, WAIVER AND RELEASE**

Based on the foregoing, and to the extent permitted by law, I, the undersigned, willfully and voluntarily:

ACKNOWLEDGE THAT I HAVE HAD EXPLAINED TO ME AND UNDERSTAND THE NATURE AND TYPES OF ACTIVITIES IN WHICH I/MY FAMILY WILL HAVE THE OPPORTUNITY TO PARTICIPATE IN CONNECTION WITH THE RED ROCK RIDE.

ACKNOWLEDGE AND UNDERSTAND THAT THE NATURE OF THIS ACTIVITY INVOLVES CLOSE CONTACT WITH OTHER GUESTS AND/OR EMPLOYEES WHO MAY CARRY A COMMUNICABLE DISEASE AND THAT THERE IS A RISK OF CONTRACTING AN ILLNESS OR DISEASE.

ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE INHERENT RISKS ASSOCIATED WITH SUCH ACTIVITIES, INCLUDING WITHOUT LIMITATION, COMMUNICABLE ILLNESS, SERIOUS BODILY INJURY, PROPERTY LOSS AND/OR DAMAGE, AND DEATH.

ACKNOWLEDGE AND UNDERSTAND THAT RED ROCK RIDE, LC, EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ANY ILLNESS, INJURY, DAMAGE, LOSS OR DELAY THAT MAY RESULT TO ME OR MY FAMILY FROM THE INHERENT RISKS DESCRIBED ABOVE OR THOSE RESULTING FROM ANY ORDINARY NEGLIGENCE OF RED ROCK RIDE, LC, ITS PRINCIPALS, AGENTS, SUBCONTRACTORS AND EMPLOYEES.

ACKNOWLEDGE AND UNDERSTAND THAT RED ROCK RIDE, LC, EXPRESSLY DISCLIAMS RESPONSIBILITY FOR ANY INJURIES TO OR, THE DEATH OF, ANY HORSE BROUGHT OR OWNED BY ME/US, WHETHER BEFORE, DURING OR AFTER THE RIDE.

ACKNOWLEDGE AND UNDERSTAND THAT RED ROCK RIDE, LC, EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ANY DAMAGES TO PERSONAL PROPERTY INCLUDING, BUT NOT LIMITED TO, PERSONAL VEHICLES AND HORSE TRAILERS, WHILE IN STORAGE OR IN TRANSPORT BY RED ROCK RIDE, LC OR ITS AFFILIATES.

ACKNOWLEDGE AND UNDERSTAND THAT RED ROCK RIDE, LC, EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ANY PERSONAL INJURIES SUSTAINED WHILE ON OR ABOUT ANY RESIDENTIAL OR

# RED ROCK RIDE, LC

RECREATIONAL ACCOMODATIONS PROVIDED BY RED ROCK RIDE, LC, OR ANY OF ITS AFFILIATES.

CERTIFY THAT MY FAMILY, INCLUDING MINOR CHILDREN, IF ANY, AND I ARE/AM IN EXCELLENT PHYSICAL CONDITION, AM FREE FROM ANY COMMUNICABLE DISEASE OR ILLNESS, AND FULLY CAPABLE OF PARTICIPATING IN THE ACTIVITIES ASSOCIATED WITH THE RED ROCK RIDE.

## DISCLAIMER CONTINUED

ASSUME ALL RISKS ASSOCIATED WITH THE PARTICIPATION OF MYSELF, MY CHILDREN AND FAMILY, IN THE RED ROCK RIDE, INCLUDING WITHOUT LIMITATION, THE INHERENT RISKS DESCRIBED ABOVE AND, THOSE RESULTING FROM ANY ORDINARY NEGLIGENCE OF RED ROCK RIDE, LC ITS PRINCIPALS, AGENTS, SUBCONTRACTORS AND EMPLOYEES, (B) EXPRESSLY WAIVE ANY CLAIMS AGAINST RED ROCK RIDE, LC, ITS PRINCIPALS, AGENTS, SUBCONTRACTORS AND EMPLOYEES, RELATED TO OR ARISING FROM ANY OF THE INHERENT RISKS DESCRIBED ABOVE AND THOSE RESULTING FROM ANY ORDINARY NEGLIGENCE OF RED ROCK RIDE, LC, AND/OR MY/OUR PARTICIPATION IN THE RED ROCK RIDE, (C) RELEASE AND DISCHARGE RED ROCK RIDE, LC, ITS PRINCIPALS, AGENTS, SUBCONTRACTORS AND EMPLOYEES, FROM ANY AND ALL LIABILITY RELATED TO OR ARISING FROM THE INHERENT RISKS DESCRIBED ABOVE AND THOSE RESULTING FROM ANY ORDINARY NEGLIGENCE OF RED ROCK RIDE, LC, AND/OR MY/OUR PARTICIPATION IN THE RED ROCK RIDE, AND

AGREE TO DEFEND, INDEMNIFY AND FOREVER HOLD HARMLESS RED ROCK RIDE, LC, ITS PRINCIPALS, AGENTS, SUBCONTRACTORS AND EMPLOYEES, FROM ANY CLAIMS THAT MAY RESULT FROM THE INHERENT RISKS DESCRIBED ABOVE AND THOSE RESULTING FROM ANY ORDINARY NEGLIGENCE OF RED ROCK RIDE, LC, AND/OR MY/OUR PARTICIPATION IN THE RED ROCK RIDE.

ACCEPT AND ASSUME FULL RESPONSIBILITY FOR MYSELF AND MY FAMILY, INCLUDING MINOR CHILDREN, FOR ANY ILLNESS, BODILY INJURY, DEATH, DAMAGE OR LOSS WHICH MIGHT OCCUR AS A RESULT OF THE INHERENT RISKS DESCRIBED ABOVE AND THOSE RESULTING FROM ANY ORDINARY NEGLIGENCE OF RED ROCK RIDE, LC, AND/OR MY/OUR PARTICIPATION IN THE RED ROCK RIDE, INCLUDING WITHOUT LIMITATION, THE COST OF ALL MEDICAL CARE AND EMERGENCY EVACUATION, IF NECESSARY.

ACCEPT AND ASSUME RESPONSIBILITY FOR ALL OF MY ACTIONS, AND THE ACTIONS OF MY CHILDREN AND OTHER FAMILY MEMBERS, AND AGREE THAT I WILL BE SOLELY RESPONSIBLE FOR ANY INJURY, PROPERTY DAMAGE OR LOSS WHICH RESULTS FROM MY ACTIONS OR THE ACTIONS OF MY CHILDREN OR FAMILY MEMBERS, IF ANY, AND WILL DEFEND, INDEMNIFY AND HOLD HARMLESS RED ROCK RIDE, LC, ITS PRINCIPALS, AGENTS, SUBCONTRACTORS AND EMPLOYEES, FROM ANY LIABILITY RESULTING FROM MY/OUR ACTIONS IN CONNECTION WITH MY/OUR PARTICIPATION IN THE RED ROCK RIDE.

PARTICIPANT NAME (printed): \_\_\_\_\_  
SIGNATURE OF \_\_\_\_\_  
PARTICIPANT \_\_\_\_\_ DATE \_\_\_\_\_ AGE \_\_\_\_\_

ADDRESS: Streets \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## WITNESS ACKNOWLEDGMENT

\_\_\_\_\_ WITNESSED THE ABOVE PARTICIPANT'S SIGNATURE

SIGNATURE OF WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

# RED ROCK RIDE, LC

## EMERGENCY CONTACT INFORMATION

Please contact the following individuals in case of an emergency:

Name \_\_\_\_\_ Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Name \_\_\_\_\_ Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_