

**Platt's Guides and Outfitters & Rustic Mountain Lodge LLC**  
Star Route, Box 49, Encampment, Wyoming 82325

**Liability release**

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Name of Party	Departure Date	Number in Party
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I (We) have read and accept the terms and conditions set forth on this form and in the brochures and promotional literature. PHOTOGRAPHIC RELEASE: Platt's Guides & Outfitters and Rustic Mountain lodge, cabin and B&B reserves the right to make photographic or video records of any tour, program, or trip; and each trip member hereby agrees that the outfitter may use such photographic or video records for promotional and/or commercial purposes.

**RESPONSIBILITY:** Please read carefully, (the following pages explain more details) Platt's Guides and Outfitters & Rustic Mountain lodge, Cabin, & B&B and/or its associate outfitters, operators, cooperating agencies, volunteers, employees, friends and family act only as agents for the client, (participant, lessee, spectators, acquaintance, family, or visitors of any nature) in making arrangements for trips and/or all other travel services and accept or assure no liability or responsibility whatsoever, for any damages, injuries, fatalities, losses or delays due to any cause whatsoever, including the acts or default of any company or person engaged in conveying the passenger, or the cost resulting from such occurrence(s), whether to person or property in connection with ANY service, including but not limited to that resulting directly or indirectly from acts of God.

**EXPRESS ASSUMPTION OF RISK AGREEMENT:** Platt's Guides and Outfitters, and Rustic Mountain lodge, cabin & B&B has an excellent safety record, and every effort is made to safeguard you and your belongings. However, you should know, appreciate, and accept that during the trip-vacation you are participating in under the arrangements of Platt's Guides and Outfitters and Rustic Mountain lodge, cabin & B&B and its agents or associates, certain specific risks exist which are inherent and/or non-inherent in horseback riding, outdoor/indoor activities, and wilderness travel. These risks include, but are not limited to, loss or damage to personal property; injury or fatality, due to falling or being thrown from a horse, having a horse fall down, run-away, or buck, being kicked by a horse, losing control of a wagon or vehicle, falling trees, limbs or rocks, wind, lightning, inclement weather, accident or illness in remote places without immediate medical facilities, and any acts of God.

In consideration of, and as part payment for, the right to participate in such trips or ANY other activities, and the services and food arranged for you by Platt's Guides and Outfitters and Rustic Mountain Lodge, Cabin, & B&B and its agents and associates, you have and do hereby assume all of the risks which may arise out of or in connection with your trip or activity. The terms hereof shall serve as a release and express assumption of risk for you, your heirs, executors and administrators and for all members of your family or party, including any minors accompanying you.

**RENTAL AGREEMENT – SADDLE & DRAFT ANIMALS FOR HIRE, & CAMPING EQUIPMENT:** Upon my acceptance of horse and equipment, I acknowledge that I assume full responsibility for my safety. I further understand that I ride at my own risk, and I agree to hold the

above entity, its officers, employees, volunteers, friends, family, agents or associates, ETC. harmless from every and all claims which may arise from injury, which might occur from use of said horse(s) and/or equipment, in favor of myself, my heirs, representatives or dependents. I understand that the outfitter does not represent or warrant the character or specific behavior or actions of the horse(s) furnished.

I (We) will read and accept the terms and conditions set forth on all pages of this form and in the tour brochure and promotional literature.

**The undersigned:** which term includes the parent or legally appointed guardian of a minor participant, acknowledges that participation in ANY activity on/or with Platt's Guides and Outfitters, Rustic Mountain Lodge, cabin, B&B, Mayvon or Ron Platt, employees, guides, associates, agents, volunteers, friends, family, and landowners. The term participation includes but is not limited to (client, volunteer, spectator, lessee, visitor) exposes the participant to substantial and serious risk of property damage, personal injury, or death. All activities presents an unusually high degree of danger. However, danger to children is extreme even as an observer. The undersigned assumes all risks to the undersigned, the undersigned=s guests and children, including risks which can be eliminated, altered or controlled, whether or not integral to equestrian and/or any other activities. The undersigned acknowledges that he or she has no property or right to participate and is freely and voluntarily seeking to participate with Platt's Guides and Outfitters, Rustic Mountain lodge, cabin, & B&B, Mayvon and Ron Platt, guides, associates, agents, volunteers, employees, friends, or family. The undersigned in consideration for the undersigned=s and/or the undersigned=s child(ren), and guests being permitted to participate in activities hereby indemnify, hold harmless and release Platt's Guides and outfitters, Rustic Mountain Lodge, cabin and B&B, Mayvon and Ron Platt, guides, associates, agents, volunteers, employees, friends, family, landowners, sponsors and animal or stock producers, from liability for any and all property damage, personal injuries, or other claims of the undersigned or the undersigned=s children or guests arising from entry upon the premises, and/or participation in ANY activity, including claims that are known and unknown, foreseen or unforeseen, future or contingent. I understand that dangerous conditions may exist and I assume full responsibility to locate any said dangerous conditions. I am responsible for the safety of everyone and everything I come into contact with and will be financially responsible for any injury caused as a result of my negligence and indemnify and hold harmless Platt's Guides and Outfitters, Rustic Mountain Lodge, Cabin and B&B, Mayvon or Ron Platt, guides, associates, agents, volunteers, employees, friends, family, landowners, sponsors and animal or stock producers for said injuries. I will not allow people, animals, livestock on the premises unless I am willing to assume FULL responsibility for their safety and have provided proof that I have released Platt's Guides and Outfitters, Rustic Mountain Lodge, cabin and B&B, Mayvon or Ron Platt, guides, associates, agents, volunteers, employees, friends, family, landowners, sponsors and animal or stock producers from all liability. I the undersigned will be responsible for all property damages to premises caused by the undersigned. In the advent any court action is necessary to enforce this provision all attorney fees and costs will be paid by the undersigned. I understand that any recreational activity carries with it certain inherent risks for myself, my children and/or my guests. However, I understand my responsibility is absolute and goes beyond liability for inherent risk. When I enter the land(any land or property used for activities), and facilities of Platt's Guides and Outfitters, Rustic Mountain Lodge, Cabin and B&B, Mayvon or Ron Platt, guides, associates, agents, volunteers, employees, friends, family, landowners, sponsors and animal or stock producers, I agree to indemnify, defend and hold

harmless from ANY claim for ANY loss or damage to myself, my guest(s) and child(ren) I bring, whether inherent to a recreational activity or not.

Participant agrees that this Release of Liability, Indemnification and Waiver of Rights shall be enforced to the greatest extent of the law. If any clause of this Release of Liability, Indemnification and Waiver of Rights conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. Should participant (or other=s on behalf of participant) file a law suit in breach of this assumption Release of Liability, Indemnification and Waiver of Rights participant(or other=s on behalf of participant) agree to pay all attorney fees, court costs and other costs incurred by Platt's Guides & Outfitters, Rustic Mountain Lodge, Cabin, and B&B, Mayvon or Ron Platt, guides, associates, agents, volunteers, employees, friends, family, landowners, sponsors and animal or stock producers.

**I HAVE READ AND UNDERSTAND THE INDEMNIFICATION AND RELEASE WRITTEN ABOVE AND HEREBY, INDEMNIFY, HOLD HARMLESS AND RELEASE THE INDIVIDUALS AND ENTITIES LISTED HEREIN AND ACCEPT FULL BLAME AND RESPONSIBILITY FOR ANY LOSS.**

NAME(please print or type)	AGE	Signature(Adult sign for minors)	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**REQUIREMENT OF GUARDIAN'S SIGNATURE AND ACCEPTANCE OF RESPONSIBILITY FOR MINOR OR MINORS.**

I(WE) \_\_\_\_\_ GUARDIANS(S) OF ABOVE  
MINOR(S) \_\_\_\_\_

And in (His, her, Their) behalf do accept full responsibility and total liability for said minors in their activities while on this trip and on my (our) behalf and also on behalf of said minor(s) agree to hold Platt's Guides and Outfitters and Rustic Mountain lodge, cabin & B&B, Mayvon or Ron Platt, guides, associates, employees, volunteers, friends, family, landowners, sponsors, agents, animal or stock

producers harmless from any and all liability arising from any tour, program, hunting, fishing, packing trip, party, or ANY other activity arranged for or participated in.

\_\_\_\_\_  
Dated                      Guardian

\_\_\_\_\_  
Dated                      Guardian

\_\_\_\_\_  
Date of Birth if participant is under the age of majority (18)

\_\_\_\_\_  
Printed Name of Parent or Legally-appointed Guardian if PARTICIPANT is under 18 years of age:

\_\_\_\_\_  
Printed Name of under aged participant

\_\_\_\_\_  
Signature of under aged participant

\_\_\_\_\_  
Printed Name of under aged participant

\_\_\_\_\_  
Signature of under aged participant

\_\_\_\_\_  
Printed Name of under aged participant

\_\_\_\_\_  
Signature of under aged participant

\_\_\_\_\_  
Printed Name of under aged participant

\_\_\_\_\_  
Signature of under aged participant

Date of Agreement: \_\_\_\_\_