

**Waiver And Release Agreement**  
**Steen Mountain Guest Ranch**  
(Agreement for Adults only, 18 years and older)

**PLEASE READ CAREFULLY BEFORE SIGNING.**  
**THIS IS A RELEASE OF LIABILITY AND**  
**WAIVER OF CERTAIN LEGAL RIGHTS.**

As an inducement and partial consideration for Steen Mountain Guest Ranch, Inc., and Otley Brother Inc. owner of the land of Steen Mountain Guest Ranch, permitting me to participate in activities and adventures at the Ranch (49150 Ham Brown Lane), I acknowledge and agree to the following:

1. I acknowledge that inherent risks, hazards and dangers exist on and around (e.g. U.S. Forest, BLM federal lands, State lands, leased private lands, fishing rivers and lakes and transportation associated with Steen Mountain Guest Ranch Inc., activities, adventures and experiences) the Steen Mountain Guest Ranch Inc., that cannot be eliminated, particularly in the working cattle ranch and wilderness environments for the types of activities and adventures in which I may participate, including but not limited to horseback riding, working cattle, fishing, swimming, rafting, riding on hay wagons and the operation of motorized vehicles. Such risks, hazards and dangers include, among others, the unpredictable nature of horses, cattle, and other ranch animals. The rough terrain of Steen Mountain Guest Ranch Inc., and the potentially high water flows in streams and mountain rivers around the Steen Mountain Guest Ranch., Inc.

2. I acknowledge that in some of the activities, adventures and experiences such as horseback riding, and other ranch work, it is advisable to wear protective equipment, such as earplugs, protective eyewear, a helmet or life vest. I agree to comply with Steen Mountain Guest Ranch Inc., rules and regulations, including those given verbally and in writing, to participate in safety meetings and the presentation of any safety material, such as a video on horse safety, which are designed and offered to promote safety in Steen Mountain Guest Ranch Inc., activities, adventures, and experiences, to read any material provided by the Steen Mountain Guest Ranch Inc., such as an orientation booklet, and to answer the riding skill questionnaire provided by Steen Mountain Guest Ranch Inc. I acknowledge and agree that no hunting is allowed during my stay at Steen Mountain Guest Ranch Inc. I acknowledge that smoking at Steen Mountain Guest Ranch Inc., is allowed only in designated smoking areas. I also acknowledge that if I stay in one of the guest rooms or cabins offered at Steen Mountain Guest Ranch Inc., that I am responsible for damage to any of rooms, cabin, or home and other Steen Mountain Guest Ranch Inc., property or equipment.

3. Knowing the inherent risks, dangers and rigors involved in the activities, adventures and experiences which I choose to participate at the Steen Mountain Guest Ranch Inc., I certify that I am fully capable of participating in the activities, adventures, and experiences offered and that I assume full responsibility for my bodily injury, death, loss of property, and expenses thereof as a result of my negligence.

4. I further understand that Steen Mountain Guest Ranch Inc., reserves the right to refuse participation by any person they judge to be incapable of any rigors and requirements for Steen Mountain Guest Ranch activities, adventures and experiences. This Waiver and Release Document does not create any duty on Steen Mountain Guest Ranch Inc., to make such evaluations and the failure to exercise any rights of rejection will not constitute any modification

on my own Waiver and obligation, on behalf of my family and myself.

5. I understand that if I bring own saddle and tack, which may not include breakaway stirrups, that I will be fully responsible for any accident or injury associated with using my own saddle and tack.

6. I, my heirs, successors, personal representatives and assigns, knowingly and intentionally waive and release Otley Brothers Inc., d.b.a Steen Mountain Guest Ranch Inc., their officers, directors, agents, employees, and volunteers from and against any and all claims, losses, damages, costs and expenses of any nature which are related to, arise out of, or are in any way connected with participation in Steen Mountain Guest Ranch Inc., activities, adventures, experiences including, but not limited to negligence of any kind or nature of Steen Mountain Guest Ranch Inc., officers, directors, agents employees, and volunteers, whether foreseen or unforeseen, and which result in any damage, loss, injury, paralysis or death to me or to my property as a result of my engaging in these activities, adventures, and experiences and/or by the use of these services, animals or equipment of any nature or cause.

7. I agree to defend, indemnify and hold harmless Otley Brothers Inc, d.b.a. Steen Mountain Guest Ranch Inc., their officers, directors, employees, agents and volunteers from and against any and all claims, damages, losses, costs and expenses (including without limitation, reasonable attorney fees) arising out of any complaint, lawsuit or other legal proceeding which may be instituted against Otley Brothers Inc, d.b.a Steen Mountain Guest Ranch Inc., arising out of or relating to the activities, adventures, and experiences which are the subject of this Waiver and Release Agreement.

**I HEREBY WAIVE ANY RIGHT THAT I MAY HAVE TO TRIAL BY JURY IN ANY ACTION, SUIT, OR OTHER LEGAL PROCEEDING WHICH I MAY INSTITUTE AGAINST OTLEY BROTHERS INC., D.B.A. STEEN MOUNTAIN GUEST RANCH INC., THEIR OFFICERS, DIRECTORS EMPLOYEES, AGENTYS AND VOLUNTEERS. I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
WITNESS

04/12

**STEEN MOUNTAIN GUEST RANCH  
Riding Skill Assessment Form**

**(To be completed *before* arrival at the Steen Mountain Guest Ranch)**

*Here at Steens Mountain Guest Ranch we will do our best to match the personality and skill of the horse with that of the guest. If you are here for a 1 day stay or longer, you will be working around cattle and your rides associated with working and caring for cattle can be physically strenuous and long. We do our best to guess the length of a ride, but there are far too many factors to always be accurate in our estimates. If you feel you many not be up for a ride, please inform us. Also, if on a ride you become weak or ill please let us know as soon as possible. All guests who ride horses at Steens Mountain Guest Ranch must be at least 12 years old (unless approved in advance by Steens Mountain Guest Ranch Management).***General Guest**

**Information**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Approximate Weight \_\_\_\_\_ Height \_\_\_\_\_

**Guest Experience with Horses**

Please check *all* that apply.

I own or have owned my own horse.

I have never ridden a horse.

Last time I rode a horse was \_\_\_\_\_

I typically ride once a \_\_\_\_\_ day \_\_\_\_\_ week \_\_\_\_\_ month \_\_\_\_\_ year.

I belong to a riding club

I agree to complete the Steens Mountain Guest Ranch Riding Safety Checklist

I consider myself the following kind of rider (please check one box):

**Experience Levels: Novice(never ridden before)\_\_\_\_\_ Beginner\_\_\_\_\_ Intermediate\_\_\_\_\_ Advanced\_\_\_\_\_**

It is customary, and a large part of your experience here, to take care of your assigned horse including: grooming, saddling, bridling. Once you are shown how to do this, are you comfortable with the prospects of doing it for your assigned horse, asking questions if necessary?

Yes \_\_\_\_\_ No \_\_\_\_\_

**MEDICAL STATEMENTS:**

Medical Conditions (ex. sore knee):

\_\_\_\_\_

Current Prescriptions: \_\_\_\_\_

Allergies (ex. Hay Fever, Nuts): \_\_\_\_\_

Allergies to Medicine: \_\_\_\_\_

In Case of an Emergency Contact Name and Phone Number:

\_\_\_\_\_

Signature of Guest \_\_\_\_\_

Date \_\_\_\_\_