



MINAM RIVER RANCH, LLC

WAIVER, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY

Please read carefully before signing

LIABILITY WAIVER: I, _____, hereby acknowledge that I have voluntarily requested lodging at the Minam River Ranch, LLC dba Minam River Lodge and voluntarily participate in the activities associated with the Minam River Lodge. In consideration of the Minam River Lodge providing me with lodging and furnishing other services and/or equipment to enable me to participate in activities in the Eagle Cap Wilderness Area ("Wilderness Area"), I agree as follows:

ASSUMPTION OF RISK: I fully understand, acknowledge and recognize that the Minam River Lodge is located in the Wilderness Area and is isolated from medical and other emergency services. I further fully understand, acknowledge and recognize that (a) there is an element of risk and danger in any adventure, sport or activity conducted in the Wilderness Area; (b) my participation in such activities and/or use of the property, facilities and/or equipment of Minam River Lodge may result in injury or illness, including, but not limited to bodily injury, disease, strains, fractures, partial or total paralysis, or other ailments that could cause serious disability or death; (c) these risks or dangers may be caused by the negligence of guides, employee, officers, shareholders or agents of Minam River Lodge; the negligence of other guests, wild or domestic animals; the forces of nature; or other causes. These risks or dangers may arise from foreseeable or unforeseeable causes. By my lodging at the Minam River Lodge, use of its facilities or equipment, and my participation in any outdoor activities, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the guides, employees, officers, shareholders or agents of the Minam River Lodge or by any other person. I understand that Minam River Lodge acts only in capacity of lodging host and expressly disclaims liability for any and all accidents, injuries or losses of any kind that may be experienced in connection with my visit.

SPECIFIC HAZARDS: I am aware that potential hazards or dangers of being a guest at Minam River Lodge and participating in its outdoor activities include, but are not limited to: horses, whose behavior can be unpredictable and cause personal injury or death to riders or other persons; swimming areas (including the Minam River, the lodge's hot tub, and any other body of water, all of which do not have a lifeguard or other supervision and are used at my own risk); poisonous snakes or insects; wild animals including wolves and bears; potential illnesses from ingesting contaminated water or poisonous plants or fungi; falling limbs or trees; and holes, depressions and rocks on hiking trails and other terrain. I understand these dangers and risks and I am aware that by visiting Minam River Lodge, I may be exposed to them. Notwithstanding these risks, I wish to be a guest at Minam River Lodge and participate in outdoor activities.

RELEASE/HOLD HARMLESS AGREEMENT: I fully and forever **release, waiver and discharge, agree to indemnify and hold harmless, and covenant not to sue;** Minam River Lodge, along with its officers, directors, shareholders, members, employees and agents, and its or their respective heirs, legal representatives, successors and assigns, from any and all liability, claims, suits and causes of action from any cause (including, but not limited to, property damage and loss, bodily injuries, sickness, disease,



death including but not limited to wrongful death), directly or indirectly arising out of, or in any way connected with, my visit to Minam River Lodge and my participation in any activities in the Wilderness Area. This agreement shall bind my heirs, executors, administrators and assigns.

ACCEPTANCE: I confirm that I have read the foregoing, understand the risks associated with being a guest at the lodge, and voluntarily assume all such risks.

SIGNATURE: I indicate by my signature that I have carefully read the terms and conditions in this release form and understand them. No representations, statements or inducements, apart from the foregoing writing statement, have been made to me. This agreement shall be governed by the laws of Oregon, which shall be the forum for any lawsuits filed in connection with my visit to Minam River Lodge. In any portion of this release form is held invalid, the rest of the document shall continue in full force.

Date: _____

Signature: _____

Printed Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

If under 18 years old, signature of parent or legal guardian is required. By signing this agreement on behalf of the visiting minor, the parent or legal guardian agrees to be bound by all of its terms and conditions.

Signature of Parent or Legal Guardian: _____

Printed Name: _____