

**Wagon Rides, Snowshoeing, Cross-country Skiing, Sledding, Tubing and Agritourism
Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement**

**Baker Ranch, LLC
11716 S. Dempsey Creek Road
Lava Hot Springs, Idaho**

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

WARNING

Under Idaho law, there are risks associated with agritourism, which could lead to injury or death. You are assuming these risks. Section 6-3004, Idaho Code. Liability for Equine Activities is further limited by Section 6-1802, Idaho Code.

BAKER RANCH, LLC makes every effort to provide a safe and enjoyable experience at the ranch. However, participating in activities on the ranch, including wagon rides, snowshoeing, cross-country skiing and sledding or tubing, by their very nature include risks of serious injury or death. In consideration for being permitted to participate in wagon rides, snowshoeing, cross-country skiing and sledding or tubing and other activities of any sort or kind THE UNDERSIGNED, on their own behalf and on behalf of any minor, their personal representatives, and next of kin agree:

1. [redacted] (initial) Warning of Inherent Risk. Wagon rides, snowshoeing, cross-country skiing, sledding or tubing and other agritourism activities of any kind involve inherent risks that may result in serious injury or even death.
2. [redacted] (initial) Definition of Inherent Risk. "INHERENT RISK" MEANS THOSE DANGERS OR CONDITIONS WHICH ARE AN INTEGRAL PART OF AGRITOURISM ACTIVITIES, WHICH MAY INCLUDE:
(A) THE PROPENSITY OF AN ANIMAL TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM;
(B) THE UNPREDICTABILITY OF AN ANIMAL'S REACTION TO OUTSIDE STIMULATION SUCH AS SOUNDS, SUDDEN MOVEMENT, AND UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS;
(C) COLLISIONS WITH OTHER ANIMALS, PEOPLE OR OBJECTS;
(D) THE POTENTIAL OF A PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS;
(E) EQUIPMENT FAILURE AND/OR MALFUNCTION, OR
(F) HAZARDS RELATED TO THE TERRAIN INCLUDING BREAKS, GROWTH, DEBRIS, ROCKS, CLIFFS AND OTHER HAZARDOUS SURFACES OR SUBSURFACE CONDITIONS AND OBSTACLES WHETHER THEY ARE OBVIOUS OR NOT OBVIOUS, MAN-MADE OR NATURAL.
3. [redacted] (initial) Consent to Minor Participation. If the Participant is a Minor, the Undersigned consents to the Minor's participation in wagon rides, snowshoeing, cross-country skiing and sledding or tubing and other agritourism activities.
4. [redacted] (initial) Assumption of the Risk. THE UNDERSIGNED HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO NEGLIGENCE OF THE RELEASED PARTIES (AS IDENTIFIED BELOW) OR OTHERWISE, FOR ANY PURPOSE AND/OR WHILE PARTICIPATING IN ANY WAY IN WAGON RIDES, SNOWSHOEING, CROSS-COUNTRY SKIING AND SLEDDING, TUBING OR OTHER AGRITOURISM ACTIVITIES.
5. [redacted] (initial) Liability Release. THE UNDERSIGNED RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BAKER RANCH, LLC, BAKER RANCH LAVA, LLC, OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, OR AGENTS, ALL OF WHOM ARE JOINTLY AND INDIVIDUALLY REFERRED TO HEREIN AS "RELEASED PARTIES", FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, JUDGMENTS, OR DAMAGES OF THE UNDERSIGNED OR ANY MINOR AND/OR PARENT OR GUARDIAN ON ACCOUNT OF ANY INJURY INCLUDING, BUT NOT LIMITED TO, THE DEATH OR INJURY OF THE UNDERSIGNED OR MINOR OR DAMAGE TO PROPERTY, ALL OF WHICH IS CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

6. [redacted] (initial) Indemnification. THE UNDERSIGNED HEREBY AGREE TO INDEMNIFY, AND SAVE AND HOLD HARMLESS, THE RELEASED PARTIES AND EACH OF THEM FROM CLAIMS, CAUSES OF ACTION, LOSS, LIABILITY DAMAGE, OR COST OF ANY KIND, INCLUDING, BUT NOT LIMITED TO ATTORNEY FEES, THEY MAY OCCUR DUE, IN ANY MANNER OR DEGREE, TO THE PRESENCE OF THE UNDERSIGNED OR THE MINOR ON THE BAKER RANCH LAVA, LLC PREMISES OR RELATED IN ANY WAY TO THEIR PARTICIPATION IN WAGON RIDES OR OTHER AGRITOURISM ACTIVITIES AND WHETHER CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. THE UNDERSIGNED FURTHER RECOGNIZE AND AGREE THEY ARE EXECUTING THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT ON BEHALF OF THEMSELVES AND ON BEHALF OF THE MINOR.

7. [redacted] (initial) Severability. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Released Parties, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of Idaho, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. [redacted] (initial) Rules of Construction. Nothing herein shall be construed in any way to limit or reduce the liability protections provided to the Released Parties pursuant to Idaho law and shall only be construed to enhance and enlarge those protection.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP INCLUDING THE RIGHT TO SUE TODAY AND IN THE FUTURE. I ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

Participant Name 18+ : _____ (Please Print)

Signature _____ Date: _____

Minors - Under the Age of 18

I, the undersigned, state that I am the parent or legal guardian of the minors whose names appear below. I understand that the above terms and conditions apply to said minors and to myself. This document is binding on myself, the said minors listed below and any person suing on behalf of said minors that I have signed for below.

Parent or Legal Guardian Name: _____ (Please Print) Signature _____

Date: _____ Emergency Contact Phone #: _____

1. Minor Legal Name: Please Print	1. Date of Birth:
2. Minor Legal Name: Please Print	2. Date of Birth:
3. Minor Legal Name: Please Print	3. Date of Birth:
4. Minor Legal Name: Please Print	4. Date of Birth: