

**BACKCOUNTRY HORSEMEN OF WASHINGTON**  
**PARTICIPATION AGREEMENT**

**IMPORTANT! READ CAREFULLY!**

This document affects your legal rights. It must be signed by you, the "Participant", if you are using equipment or participating in activities sponsored by Backcountry Horsemen of Washington, or any chapter thereof, the "Sponsor".

**Hazards and Risks**

The hazards and risks of the use of horses, mules and tack include, but are not limited to, the following: leading, tying, handling, mounting and riding a horse or mule, which may misbehave, buck, or flee; encountering objects while riding which may not be obvious, including debris, brush, trees, fallen logs, rocks, boulders, creeks, rivers, bridges, unstable or steep terrain, mud bogs, wild animals, including poisonous reptiles, and poisonous plants, and other hazards; the animal being ridden may bite, kick, fall, lie down, startle, or roll with the rider, and feet and other parts of the body may become entrapped; participants may strike or be struck by objects. Other risks include errors in judgment of Sponsor's staff and other participants, including the improper assessment of capabilities and conditions pertaining to the activities. Equipment may be misused or may fail because of manufacturing defects or otherwise. The activities are subject to the unpredictable forces of nature, including exposure to the sun, cold, wind, hail, lightning, flash floods and other such phenomena; activities may take place in remote places, significantly delaying emergency medical care and evacuation.

Participation in the activities can cause bites, stings, allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, strains, broken bones, and other injuries and illnesses. Property loss, and serious injury and death are possible.

Sponsor has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of Participant, or other participants, for the activities. The Participant accepts full responsibility for determining Participant's medical, physical or other qualifications or suitability for participating in the activities.

**Acknowledgment and Assumption of Risks**

I, the Participant, understand the nature of the services of Sponsor and other activities which may occur, and their risks. I acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which I may suffer, arising in whole or part out of such activities.

**Agreements of Release and Indemnification**

I hereby **release** Sponsor, its volunteers, directors and officers from any and all claims of injury or loss which I may suffer, arising out of or in any way related to my participation in the activities of Sponsor or the use of its equipment.

I will indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys' fees) each released party from any claim of liability a co-participant in any of the activities of Sponsor, a rescuer, a member of my family, or anyone else, asserting a loss arising out of or in any way related to my participation in the activities of Sponsor or the use of its equipment.

**Additional Provisions**

I authorize Sponsor to provide or obtain for me such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Any dispute between Sponsor and me will be governed by the substantive laws of the State of Washington, and any arbitration or suit shall take place only in that State, in the County of Benton. If the dispute cannot be resolved by mutual agreement, I agree to submit it to an arbitrator recognized by the Courts of that State and County. I agree to pay all costs and attorney's fees incurred by Sponsor in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that Sponsor is not responsible for the claimed injury or loss.

If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

\_\_\_\_\_  
Participant's signature

Date: \_\_\_\_\_

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\_\_\_\_\_  
Guardian, if participant is a minor

\_\_\_\_\_  
BCHW Representative

\_\_\_\_\_  
Title of Representative

Date: \_\_\_\_\_