

Bitterroot Riding and Background Form

P.O. Box 807, Dubois, Wyoming 82513

Phone: 800-545-0019 or 307-455-3363 FAX: 307-455-2354

Email: bitterrootranch@wyoming.com www.bitterrootranch.com

Personal Information

Ranch stay date: _____

Last Name: _____

First Name: _____

Address: _____

Cell phone: _____

Home/work/secondary phone: _____

Email address: _____

Special considerations while travelling (allergies, medical conditions, dietary requirements):

Describe your level of fitness and weekly physical activities: _____

Emergency contact name and contact information: _____

Is there anything in particular you are working towards on this holiday?

Where did you hear about the ranch?

Lodging

Occupancy:

Single (private cabin)

Twin (shared cabin, separate bed)

Double (shared cabin and bed)

Name of travel companion: _____

Riding Information

Your age: _____ Height: _____ Weight: _____

What kind of riding do you do (Western / English / dressage/jumping/trails, etc)?

How long have you been riding?

How often do you currently ride?

How many lessons per month do you take?

How many trail rides per month do you go on?

Do you have a preference of horse for this ride (breed/size/height/temperament?)

Please rate your riding ability.

BEGINNER A rider who has limited experience, is unable to post the trot and does not canter.

NOVICE A rider who is capable of mounting and dismounting unassisted, capable of applying basic aids, comfortable and in control at the walk, moderate length *posting trots*, and short canters.

INTERMEDIATE A rider who has a firm seat, is confident and in control at all paces (including posting trots, two-point canters, and gallops), but does not ride regularly.

STRONG INTERMEDIATE An intermediate rider who is currently riding regularly and is comfortable in the saddle for at least 6 hours a day.

ADVANCED All of the above, plus an independent seat, soft hands, and capable of handling a spirited horse in open country

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PAYMENT POLICIES:

- \$800 deposit per person
- Final payment is due 45 days before the trip date
- **Date changes:** Once confirmed on a ride, changes are only possible by mutual agreement if the adjustment does not cause extra costs or hardship to other parties. The fee is \$100 per person in addition to any price increases for the new ride date and the new booking must be within one year of the original ride date.

REFUND POLICY:

Deposits are not refundable or transferrable. We will refund 50% of the final payment if notice is given 31 days or more before the trip begins. No refund will be given for cancellations 30 days and under.

I understand that if any of my statements made to Bitterroot Ranch / Equitours regarding riding and health background are not true, my reservation may be subject to adjustments or cancellation. All information provided to Bitterroot Ranch/ Equitours is accurate and current. My signature here confirms my understanding and agreement with the terms therein.

X _____
Signature required to confirm reservation

Date of Execution

BITTERROOT RANCH ACTIVITY AGREEMENT AND INDEMNITY

This supercedes all previous Bitterroot Ranch agreements.

The undersigned would like to engage in horseback riding, fishing, hunting and/or other recreational activities based at the Bitterroot Ranch (including trips from the ranch) in Dubois, Wyoming, through one or more entities owned by or affiliated with Bayard and Mel Fox, or through those individuals (those entities and individuals collectively referred to as the "Ranch"). Rates for the applicable services will be set by separate agreement.

Such activities involve substantial risks of injury to the individuals engaging in these activities, and damage to their property. The Ranch will only furnish services to the undersigned on the terms set forth below, whereby the undersigned must bear the risks of any such injuries and damages, rather than the Ranch. These are voluntary activities and will only be done on these terms. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby indemnifies and agrees to hold harmless the Ranch and its owners, employees, agents and affiliates from and against any and all claims and liabilities against any of them, and related expenses (including reasonable attorney's fees), directly or indirectly relating to or arising out of any such recreational activities, in the absence of willful misconduct on the part of the Ranch.

This agreement will remain in full force and effect so long as the Ranch provides any such recreational activities, and the indemnities set forth herein shall remain in full force and effect as to any later claims relating to such activities. This agreement may not be unilaterally cancelled or modified by the undersigned. Any cancellation or modification must be in writing and signed by the undersigned and by the appropriate Ranch principal. This agreement is binding upon each of the undersigned and their successors, heirs, estates and personal representatives.

This is a valid and binding agreement which has been properly entered into by the undersigned.

The foregoing is signed with the understanding that its intent and purpose is to protect the "Ranch" from any suit by the undersigned, or on behalf of the undersigned by any other person claiming recovery for damage suffered by the undersigned; but that it is not intended to make the undersigned indemnitor of the Ranch should the Ranch be sued by a third person for injuries suffered by such person.

This contract shall be governed by Wyoming law, which is the principal place of business of Bitterroot Ranch and any court disputes arising hereunder shall be resolved in Wyoming. Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective, valid, and enforceable under the laws of the State of Wyoming. However, if any provision of this agreement shall be prohibited by, or shall be invalid or unenforceable under the applicable law, such provision will be ineffective to the extent of such prohibition, unenforceable, or invalid, without invalidating the remainder of such provision or the remaining provisions contained in this agreement.

It is recommended, but not required, that the Traveler obtain cancellation insurance concerning travel arrangements and the ranch price, and the Traveler obtain individual insurance for personal injuries, loss or damage to baggage, and for legal liability. Participant agrees a facsimile or other electronically transmitted signature has the same force and effect as an original.

**THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT.
THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR ARRIVAL TO THE RANCH.**

X _____
Signature of Ranch Guest

Date

For Participants Who Are Under 18 Years of Age

I/We declare that I am (we are) the parent/legal guardian of _____, a minor, and I/We hereby assume full responsibility for all expenses and liabilities of the above named participant in this ranch program: agree to hold Bitterroot Ranch and/or Equitours, LTD. and their associates harmless from any liability or claims on behalf of that participant, and authorize the use of appropriate medical treatment for participant in the event of an injury.

Parent or Guardian

Date