

# BEAR BASIN ADVENTURES LLC

## ACTIVITY AGREEMENT AND INDEMNITY

This supersedes all previous Bear Basin Adventures LLC agreements.

The undersigned would like to engage in horseback riding, fishing, hunting and/or other recreational activities with Bear Basin Adventures LLC (from here known as "BBA") in Dubois, Wyoming, through entities owned by or affiliated with Heath and Sarah Woltman, or through those individuals. Rates for the applicable services will be set by separate agreement.

I acknowledge and understand that participation in riding, hiking, hunting and fishing have inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I understand that these **risks, hazards, and dangers include the risk of physical injury from:**

- Hiking in rugged country;
- Encounters with wildlife, animals and insects;
- Temperature extremes;
- Altitudes;
- Inclement weather conditions and the unavailability of immediate medical attention in case of injury in the wilderness.

I fully understand the risks, hazards, and dangers described above and have had the opportunity to discuss them. **I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely.** I understand that I have responsibilities for my own safety and to follow any instructions from BBA with regard to these activities.

BBA 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 BBA. 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 BBA 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 BBA.

This agreement will remain in full force and effect so long as BBA 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 BBA 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 BBA 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 BBA should BBA 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 Bear Basin Adventures 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.

**BEAR BASIN ADVENTURES LLC**

**ACTIVITY AGREEMENT AND INDEMNITY (continued)**

It is recommended, but not required, that the Traveler obtain cancellation insurance concerning travel arrangements, 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**

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

\_\_\_\_\_  
Signature of 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  
program.

I/We agree to hold Bear Basin Adventures LLC 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

\_\_\_\_\_  
Parent or Guardian Date