

# **(Name) BACK COUNTRY HORSEMEN**

**(Chapter Address)**

## **Sample: MEMBERSHIP APPLICATION**

(Name) Back Country Horsemen is a nonprofit organization working toward the preservation of stock use in the back country and wilderness. If you are interested in maintaining and preserving our rights to enjoy the use of horses and mules for recreation on public lands, and enjoy using your horses and mules and yourself on a voluntary basis working on various projects for government agencies, then please fill out this application and join a group of individuals working toward the same goal.

**This membership is for the calendar year \_\_\_\_\_**

**Membership dues are: Family (\$\_\_\_\_) or Individual (\$\_\_\_\_)**

Names of Family members or Individual: \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

My/Our recreational interests are:

\_\_\_\_\_ Day pleasure ride outings

\_\_\_\_\_ Day outings with trail projects from trailheads

\_\_\_\_\_ Overnight Pack Trips

\_\_\_\_\_ Other (explain) \_\_\_\_\_

How did you learn about Back Country Horsemen? \_\_\_\_\_

Please submit (Chapter Name) Membership Application to: (Chapter Address)

Family Membership - - - - -  (\$???.00)

Individual Membership - - - - -  (\$???.00)

Back Country Horsemen of Idaho Calendar  \$20.00 X \_\_\_ # ordered \_\_\_\_\_

**Total enclosed:** \_\_\_\_\_

**Important:** Liability Release must be signed by all adult members

**Back Country Horsemen of Idaho, Back Country Horsemen Foundation, & (Name) Back Country Horsemen**

**RELEASE AND WAIVER OF CLAIM**

Adopted Calendar Year 2009

**NOTICE: THIS DOCUMENT IS A LEGALLY BINDING CONTRACT LIMITING YOUR RIGHTS TO RECOVER FOR INJURY AND LOSS!**

Nothing in this agreement is intended to limit the effect of or replace the limitation of liability provided by Idaho's Equine Activities Immunity Act, Idaho Code § 6-1801 et. seq. This agreement is intended to extend greater protection to the entities named below. By signing this document you waive your rights to bring any legal claim to recover compensation or obtain any other remedy for injury or death to yourself, your spouse, your children, or others for the loss or damage to property, however caused, arising out of the negligent or other tortuous acts of the officers or agents listed below, now or at any time in the future, caused by their actions or failure to act, or otherwise. You also agree to protect, defend, and indemnify the officers or agents listed below against all claims for injuries you cause to others in connections with any of their activities.

**1. Definitions.** Herein (Name BCH) means (Name) Back Country Horsemen, its officers, agents, activity coordinators, activity leaders; "BCHI" means Back Country Horsemen of Idaho and the Back Country Horsemen of Idaho Foundation, its chapters, officers, directors and members. "I" means the undersigned individual, all heirs, and the members of their family, including any minors whether or not accompanying the individual, and the personal representative, executors, and administrators of the individual.

**2. Release and Waiver of All Claims and Covenant Not to Sue.** In consideration of participation in the activities of (Name) BCH and BCHI by me, by my spouse, children and other dependents, I irrevocably waive and release (Name) BCH and BCHI and the owners of all facilities, equipment, and land used in (Name) BCH and BCHI activities from, and **WAIVE MY SUBSTANTIAL RIGHT TO ASSERT ANY CAUSE OF ACTION, CLAIM OR DEMANDS OF ANY NATURE WHATSOEVER**, including by not limited to, any claim of negligence, which I may have or acquire in the future against (Name) BCH and BCHI on account of personal injury, property damage, death, or accident of any kind, arising from my involvement in (Name) BCH and BCHI activities, however the injury or damage is caused, including, but not limited to, the negligence of (Name) BCH or BCHI. I contractually release (Name) BCH and BCHI and agree to hold (Name) BCH and BCHI harmless from any and all liability for any claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, which result or may result in the future from activities sponsored by (Name) BCH or BCHI or coordinated by (Name) BCH or BCHI members. This release applies to all (Name) BCH and BCHI activities in the future in which I may participate. This release shall be effective and apply to all my heirs and the members of my family, including any minors, whether or not accompanying me, and my personal representative, executors, and administrators.

**3. Legal Action Limitation.** If any of the entities listed above has to take legal action in relation to this Agreement, and the entity is successful in the action, the unsuccessful party shall pay to the entity, in addition to all sums that the unsuccessful party may be called on to pay, a reasonable sum for the entity's attorney's fees and court costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Venue for any dispute or litigation arising out of this Agreement shall be in \_\_\_\_\_ (insert the county where the chapter is located) County State District Court. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or authorized representative of each party. There shall be no oral amendment or modification of this Agreement.

**4. Acknowledgment of Risk.** I hereby acknowledge and agree that activities of (Name) BCH and BCHI are frequently inherently dangerous and have a high degree of risk. I acknowledge that by execution hereof, I am waiving and releasing all claims against (Name) BCH and BCHI for any injury whatsoever. I agree to participate as a common adventurer, being personally responsible for my own safety and not looking to any others to protect me from harm.

**5. Statement of Capacity and Understanding.** I will not undertake any activity of (Name) BCH or BCHI without becoming fully aware of the nature and extent of the risks inherent therein. By participation, I am voluntarily assuming the risks. I will not engage in the activities unless I am in good health and have no physical limitations, which could preclude my safe participation. I understand I am responsible for my own instruction in safety and providing for my own safety. I am of lawful age (18 years or older) and other wise legally competent to sign this agreement. I understand that the terms of this agreement are contractual and legally binding. By signing this agreement, I acknowledge that I have carefully read this agreement, and sign if of my own free will.

X \_\_\_\_\_  
Signature Date Print name

X \_\_\_\_\_  
Signature Date Print name

**If the above named individual is under 18 years of age: Parent of Guardian Consent:** I, as parent or guardian of the above named minor under 18 years of age, hereby consent to the terms and conditions set forth in this Release and Waiver of Claim form. I authorize his or her signing it, and covenant not to sue. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

X \_\_\_\_\_  
Parent or Guardian Signature Date Print name