

Assumption of Risk and Release of Liability
by Me, My Personal Representatives, Heirs, Estates, and Assigns

In consideration of the services of Sheltoewe Trace Outfitters, their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "STO"), I agree as follows:

I understand that there are various environmental risks, including rapidly rising, deep or cold water; insects, snakes, and other wild animals; falling or rolling rock; lightning and other unpredictable forces of nature, including weather which may change to extreme conditions without notice. Additional risks are hypothermia, frostbite, sunburn, heatstroke, dehydration, and other mild or serious conditions.

I am aware that this activity entails risks of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which STO or its agents is a party shall be in McCreary County, Kentucky.

I understand that STO accepts no responsibility and I accept full responsibility for determining my medical, physical or other qualification or suitability for participating in this activity. I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estates, and for all members of my family, including any minors accompanying me. I hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify STO from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of STO equipment or my participation in STO activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by STO. I acknowledge I am not relying on any oral, written, or visual representations or statements made by STO, including those made in its brochures or other promotional material, to induce me to participate in this activity. I agree that if any part of this agreement is found by a court or other appropriate body to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

Signature of Participant: _____ Print Name: _____

Address: _____

Phone: _____ Date: _____

If under 18 signature of parent or legal guardian: _____ Print Name: _____

Address: _____

of parent or legal guardian

Phone: _____ Date: _____

of parent or legal guardian

Activity being Participated in: _____

Please check here if you do not want your name added to our mailing list.