

# Cornucopia Wilderness Lodge, LLC

## Customer Information, Waiver & Release

**Please read first:** Fill out required (\*) fields or mark “none” where they don’t apply so we have all the information needed to best serve you. **Print a copy of this form for your records.**

This information is for use by Cornucopia Wilderness Lodge, LLC, dba Cornucopia Lodge.

<b>Reservation #</b>	Name:		
Minors for whom you are signing:			
Street:		Apt / Ste #	
Town:	State	Zip:	Country:
Cell Phone:		Other Phone:	
Email:		Preferred Method of Contact:	
If anyone in your party will be receiving meals, please note any special dietary needs here:			
Are there any medical conditions of which we should be aware?			

**Horse back riders: Please fill out attached riding survey (Wilderness Horse camp participants N/A)**

### Waiver and Release Agreement

*Please read carefully before signing below*

In consideration for my being permitted to participate in the activities of Cornucopia Wilderness Lodge, LLC and the use of the property, animals if any, and facilities, I agree to the following Waiver and Release:

I acknowledge that horseback riding, hiking, biking, fishing, or hunting has 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 WITHOUT LIMITATIONS:

1. The propensity of the animal to behave in ways that may result in injury, harm, or death to persons around them;
2. The unpredictability of the animal’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks, and cliffs, and other obstacles whether they are obvious or not obvious, man-made or natural;
6. Hiking in rugged country;
7. Encounters with wildlife, animals, and insects;
8. Temperature extremes, all customers are responsible to have suitable clothing;
9. Inclement weather conditions and the unavailability of immediate attention in the wilderness in case of injury;
10. For our hunters: The risk of handling firearms and being near others that have firearms in their possession. All guns are to be unloaded in camp.

Initials:

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I understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with Cornucopia Wilderness Lodge, LLC. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe 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. 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.

I AM VOLUNTRILY USING THE SERVICES OF CORNUCOPIA WILDERNESS LODGE, LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I for myself, my heirs, successor, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, AND HOLD HARMLESS Cornucopia Wilderness Lodge, LLC, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Cornucopia Wilderness Lodge, LLC or any related entity, or from other cause, I, for my heirs, successors, my executors, subrogees, and myself further agree not to sue Cornucopia Wilderness Lodge, LLC or any related entity as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Cornucopia Wilderness Lodge, LLC. I am in good physical health and have the ability to safely engage in equine activities.

### HUNTERS, PACK TRIP PARTICIPANTS AND HORSE CAMP PARTICIPANTS:

Please initial that you have been provided with the Leave-No-Trace, Wilderness Etiquette, and Hunting information, and that you have read, understood and agree to abide by and follow those regulations, suggestions, and information.

**Payment Policy:** A 50% deposit is required for all activities. Until the 50% has been received, we cannot reserve a camp or date for our customers. First come, first served is the rule. The 50% deposit applies to the entire group, not just one person. The balance is due 30 days before your trip, camp or hunt date. Refund or roll over to a future date of any money paid is at the sole discretion of Cornucopia Wilderness Lodge, LLC. A processing fee may be assessed to any refund or roll over, should it be allowed. Deposits from hunters dependent upon drawing a tag are refundable.

**Dependents:** For any person under the age of eighteen (18) years of age, legal guardian must sign and fill out this form and the medical information form.

I HAVE CLEARLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

I HAVE READ THE TERMS AND CONDITIONS OF CONTRACTING FOR THE SERVICES OF CORNUCOPIA WILDERNESS LODGE, LLC AND AGREE TO THESE TERMS.

By submitting this form and agreement, you hereby agree to the terms and conditions of using Cornucopia Wilderness Lodge, LLC's services. If you have provided an email address, a copy of this agreement will be sent to that address. We suggest you keep a copy of this agreement.

SIGNATURE:

DATE:

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**Parents of Minors:** All children under 18 are required to wear helmets unless a parent approves riding WITHOUT a helmet. Should you choose to waive this requirement, please sign here: *(Not applicable for campers attending Wilderness Horse Camp, all of whom are required to wear helmets)*

*Parent's signature waiving helmet requirement:*

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