

PALOUSE BACK COUNTRY HORSEMEN

P.O. Box 8941

MOSCOW, IDAHO 83843

Revised 03.23.2014

MEMBERSHIP APPLICATION

Palouse Back Country Horsemen is a not for profit organization working to promote access and continuing member and public education in the common sense and safe use and enjoyment of horses in America's back country and wilderness areas. If you and/or your family would like the opportunity to help maintain and preserve our rights to enjoy the use of horses and mules for recreation on publicly available lands and enjoy using your horses, mules, and/or yourself on a voluntary basis working on various projects, mostly during the summer months, then please fill out this application and join a group of individuals working toward the same goal. For additional information please visit our website at www.palousebch.org.

Membership dues are: Family \$40.00 (___) or Individual \$30.00 (___)

Names of Family members or Individual: _____

Address _____ City _____ Zip _____

Cell Phone _____ Email _____

Home Phone _____

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 PBCH Membership Application to:

Palouse BCH

P.O. Box 8941

Moscow, ID. 83843

PBCH Family Membership - - - - - \$40.00

PBCH Individual Membership - - - - - \$30.00

Total enclosed: _____

BCH of Idaho has a group membership in Lifeflight Services. As a member of Palouse BCH you have an option of joining Lifeflight Medical Transport. Annual individual or family memberships cost the same, \$55.00. Lifeflight membership forms and more details are available at chapter meetings & on the chapter website.

www.palousebch.org

Important: Liability Release must be signed by all adult members (over)

**Back Country Horsemen of Idaho, Back Country Horsemen of Idaho Foundation Inc. and Palouse Back Country Horsemen
RELEASE AND WAIVER OF CLAIM**

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

03/27/14

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 tortious act of the officer or agent listed below, now or any time in the future caused by their action or failure to act, or otherwise. You also agree to protect, defend, and indemnify the officer or agents listed below against all claims for injuries you cause to others in connections with any of their activities.

1. **Definitions.** Herein PBCH means Palouse 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 PBCH and BCHI by me, by my spouse, children and other dependents, I irrevocably waive and release PBCH and BCHI and the owners of all facilities, equipment, and the land used by PBCH and BCHI activities from, and WAIVE MY SUBSTANTIAL RIGHT TO ASSERT ANY CAUSE OF ACTION, CLAIM OR DEMANDS OF ANY NATURE WHATSOEVER, including but not limited to, any claim or negligence of PBCH or BCHI. I contractually release PBCH and BCHI and agree to hold PBCH 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 PBCH or BCHI or coordinated by PBCH or BCHI members. This release applies to all PBCH and BCHI activities in the future in which I may participate. This release shall be effective and apply to all my heirs and the member 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 the 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 Latah 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 PBCH 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 PBCH 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 PBCH or BCHI without becoming fully aware of the mature and extent of the risk 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 limitation, 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 otherwise 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 it 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 or Guardian Consent: I, as parent or guardian of the above named minor under 18 year of age, hereby consent to the terms and conditions set forth in this Release and Waive of Claim form. I authorize his or her signing it, and covenant not to sue. If any 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

03/27/2014