

# TWIN RIVERS BACK COUNTRY HORSEMEN

P O BOX 1633  
LEWISTON, IDAHO 83501

## MEMBERSHIP APPLICATION

Twin Rivers Back Country Horsemen is a non profit organization working toward the preservation of the back country. 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, mostly during the summer months, 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 \$30.00 (\_\_\_) or Individual \$20.00 (\_\_\_)**

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

Address \_\_\_\_\_ City \_\_\_\_\_ 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 TRBCH Membership Application and Lifelight Membership Application to:

Twin Rivers BCH  
P.O. Box 1633  
Lewiston, ID. 83501

TRBCH Family Membership	<input type="checkbox"/>	\$30.00
TRBCH Individual Membership	<input type="checkbox"/>	\$20.00
Lifelight Membership/ Family or Individual	<input type="checkbox"/>	\$35.00

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

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

**Back Country Horsemen of Idaho, Back Country Horsemen Foundation, and Twin Rivers Back Country Horsemen**

**RELEASE AND WAIVER OF CLAIM**

Effective Calendar Year 2010

**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 re cover 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 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 TRBCH means Twin Rivers 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 TRBCH and BCHI by me, by my spouse, children and other dependents, I irrevocably waive and release TRBCH and BCHI and the owners of all facilities, equipment, and the land used by TRBCH and BCHI activities from, and WAIVEMY SUBSTANTIAL RIGHT OT ASSERT ANY CAUSE OF ACTION, CLAIM OR DEMANDS OF ANY NAUTRE WHATSOEVERER, including but not limited to, any claim or negligence of TRBCH or BCHI. I contractually release TRBCH and BXHI and agree to hold TRBCH 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 TRBCH or BCHI or coordinated by TRBCH or BCHI members. This release applies to all TRBCH 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 slums 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 any 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 Nez Perce 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 TRBCH 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 TRBCH 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 TRBCH 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 note 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 (18years 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 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 slue. 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