

ROCK CREEK PACK STATION, INC.

P.O. Box 248, Bishop, CA 93515

Winter: (760) 872-8331 Summer: (760) 935-4493

ROCK CREEK PACK STATION, INC., a corporation, dba ROCK CREEK PACK STATION, dba MT. WHITNEY PACK TRAINS, dba VIRGINIA LAKES PACK OUTFIT, dba COTTONWOOD PACK STATION, and Craig London, an individual (hereafter collectively "ROCK CREEK") operates the trip or activity for which you are registering. This document limits the liability of ROCK CREEK and its officers, directors, agents, servants, employees and stockholders and all other persons and entities associated with those businesses.

Trip Name:

Trip Dates(start/end):

Primary Contact Name:

SECTION 1: Registration Information and Applicant Disclosures.

A. Applicant's Name:

B. Name of Parent or Guardian:

(If applicant is a minor or under a guardianship)

C. Please list all unusual conditions and physical or mental disabilities, which you have:

D. Describe your previous camping, hunting and fishing experience:

E. If you are renting or riding a horse or other animal, please complete the following:

RIDER NAME (first/last)	a) AGE b) WEIGHT c) HEIGHT	HORSE/ MULE Riding Experience (check one)	TYPE OF HORSE/MULE DESIRED	RIDER'S MEDICAL CONDITION Is rider sound and healthy, suffering from NO physical or mental disorders?(check one)
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1.

a. Novice Gentle / Yes No (explain below)

Rider Quiet

b. Good Rider Mod. Spirited

c.

2.

a. Novice Gentle / Yes No (explain below)

Rider Quiet

b. Good Rider Mod. Spirited

c.

3.

a. Novice Gentle / Yes No (explain below)

Rider Quiet

b. Good Rider Mod. Spirited

c.

4.

a. Novice Gentle / Yes No (explain below)

Rider Quiet

b. Good Rider Mod. Spirited

c.

Is there anything we should know about you or your

experience?

F. All ROCK CREEK pack trips travel at the walk. On other trips the speed may vary:
I request on behalf of myself, my children and wards, to ride at the following gait (CHECK THOSE YOU CHOOSE FOR YOUR GROUP):

- 1. () WALK (quiet and ambling)
- 2. () TROT (medium fast and bumpy)
- 3. () GALLOP (the fastest gait, bounding and rocking)

I UNDERSTAND THAT SHOULD MEDICAL EMERGENCY TREATMENT BE REQUIRED, THE BELOW INFORMATION WILL BE PROVIDED TO THE ATTENDING CLINIC OR HOSPITAL:

I carry accident medical insurance now in force. Yes No

NAME of insurance company: POLICY

NUMBER:

SECTION 2: General Warning, Release and Assumption of Risk.

I understand that the trip in which I will participate is offered by Rock Creek Pack Station, and is classified as an "ADVENTURE RECREATION SPORT ACTIVITY." I also understand that I will be participating in a "WILDERNESS EXPERIENCE" and which is defined : "ALL ADVENTURE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, SUCH AS FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES INCLUDING, BUT NOT LIMITED TO, MAMMALS, REPTILES AND INSECTS. THESE ANIMALS ARE NOT TAME AND MAY BE SAVAGE, UNPREDICTABLE AND WANDERING AT THEIR WILL". I ALSO UNDERSTAND THERE ARE INHERENT ELEMENTS OF RISK ALWAYS PRESENT IN ANY "ADVENTURE RECREATION SPORT ACTIVITY", DESPITE ALL SAFETY PRECAUTIONS.

I FULLY ASSUME ALL SUCH RISKS OF INJURY AND FULL ACCEPT ALL RESPONSIBILITY FOR ALL PERSONAL INJURY OR PROPERTY DAMAGE WHICH I OR MY CHILDREN OR WARDS MAY SUSTAIN DURING SUCH "ADVENTURE RECREATION SPORT ACTIVITY" AND "WILDERNESS EXPERIENCE." THIS ASSUMPTION OF RISK PROVISION DOES NOT APPLY TO ANY ACTIVITY UNDER ROCK CREEK'S CONDITIONAL USE AUTHORIZATION ("CUA") ISSUED TO IT BY THE U.S. NATIONAL PARK SERVICE OF ANY PERMIT ISSUED TO IT BY TOIYABE NATIONAL FOREST."

I GENERALLY RELEASE IN ADVANCE ROCK CREEK PACK STATION, INC., a corporation, dba ROCK CREEK PACK STATION, dba MT. WHITNEY PACK TRAINS, dba VIRGINIA LAKES PACK OUTFIT, dba COTTONWOOD PACK STATION, Herb London and Craig London, an individual, and their officers, directors, agents, servants, employees and all other persons or entities associated with those businesses FROM ANY LIABILITY TO MYSELF, MY CHILDREN AND WARDS FOR AN INJURY TO ME, MY CHILDREN AND WARDS OR ANY OF OUR PROPERTY WHICH MAY OCCUR IN THE FUTURE. THIS GENERAL RELEASE DOES NOT APPLY TO ANY ACTIVITY CONDUCTED UNDER ROCK CREEK'S CONDITIONAL USE AUTHORIZATION ("CUA") ISSUED TO IT BY THE U.S. NATIONAL PARK SERVICE OR ANY PERMIT ISSUED TO IT BY TOIYABE NATIONAL FOREST.

WITH RESPECT TO THIS GENERAL RELEASE, I EXPRESSLY WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

SECTION 3: Protective Head Gear Warning.

I HAVE BEEN FULLY WARNED THAT I CAN PROTECT MYSELF, MY CHILDREN AND MY WARDS AGAINST HEAD INJURIES BY WEARING PROTECTIVE HEAD GEAR WHILE MOUNTING, RIDING, DISMOUNTING AND HANDLING HORSES AND OTHER RIDING ANIMALS.

Wearing protective head gear is not, however, mandatory - even though it is safer. Mark an "x" below in the box before the appropriate sentence relating to whether you wish for yourself, your children and wards to wear safety hats while riding. While participating in the trip requested above:

RIDER #1

I, , refuse on my own behalf to wear any type of safety hat while being near horses and other riding animals on the requested trip.

I, _____, request that I wear a safety hat which the management will provide. I understand that the management may not be able to provide a safety hat that in every case will fit properly. Once provided, I understand that I will be responsible for securing the hat on my head prior to being near horses and other riding animals.

I, _____, will bring and provide safety hats for myself and will wear while being near horses and other riding animals.

RIDER #2

I, _____ refuse on my own behalf to wear any type of safety hat while being near horses and other riding animals on the requested trip.

I, _____, request that I wear a safety hat which the management will provide. I understand that the management may not be able to provide a safety hat that in every case will fit properly. Once provided, I understand that I will be responsible for securing the hat on my head prior to being near horses and other riding animals.

I, _____, will bring and provide safety hats for myself and will wear while being near horses and other riding animals.

RIDER #3

I, _____, refuse on my own behalf to wear any type of safety hat while being near horses and other riding animals on the requested trip.

I, _____, request that I wear a safety hat which the management will provide. I understand that the management may not be able to provide a safety hat that in every case will fit properly. Once provided, I understand that I will be responsible for securing the hat on my head prior to being near horses and other riding animals.

I, _____, will bring and provide safety hats for myself and will wear while being near horses and other riding animals.

RIDER #4

I, _____, refuse on my own behalf to wear any type of safety hat while being near horses and other riding animals on the requested trip.

I, _____, request that I wear a safety hat which the management will provide. I understand that the management may not be able to provide a safety hat that in every case will fit properly. Once provided, I understand that I will be responsible for securing the hat on my head prior to being near horses and other riding animals.

I, _____, will bring and provide safety hats for myself and will wear while being near horses and other riding animals.

SECTION 4: Warnings Related to Riding and Hiking.

A. I understand that horse and mule back riding is classified as an ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are inherent elements of risk always present in any such activity despite all safety precautions. I fully assume such risks.

THE FOLLOWING SHOULD HELP YOU IN ASSESSING THE RISKS INVOLVED AND IN PROVIDING FOR YOUR SAFETY: YOU WILL BE ASSUMING ALL OF THESE RISKS:

1. ROCK CREEK chooses its horses and mules because they have docile personalities and the basic training required for use as trail animals by amateur riders. In spite of this, I understand that it is not possible to predict exactly how a horse or mule will behave when it is frightened, angry or under stress; it may react according to its natural instincts which are to jump sideways, forward or backward, run away from danger at trot or gallop, kick its hind legs, strike with its forelegs, buck, rear up in front, bite and/or throw its head upward or sideways.
2. I understand upon mounting a horse or mule and taking up the reins the rider is in primary control. The rider's safety largely depends on his ability to carry out simple instructions, and to remain balanced. I understand if a rider falls from a horse or mule it will be a fall of from 3.5 or 5 feet, possibly resulting in injury.
3. I understand that ROCK CREEK is not responsible for natural acts or occurrences that scare a horse or mule or cause it to fall. Examples of such natural acts or occurrences are: Weather, including thunder, lightning rain, wind, water; other wild and domestic animals, insects, reptiles, which may run or fly near or bite a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change according to weather conditions and natural changes in earth structure. These examples are not exclusive.
4. For the safety of all riders, horses, mules and pedestrians, I understand that loose items which may fall, blow away, flap in the wind and possibly scare a horse or mule must not be carried on riders. Examples are: Hand held cameras without neck straps, hats not securely fastened under chin, toys, clothes not actually worn which are not securely tied on saddle or person, beach towels, purses and wallets. These examples are not exclusive. I also understand that I must not make sharp, loud noises, such as yelling or screaming which may scare a horse.
5. I understand saddle girths may naturally loosen during a ride. I also understand if a rider notices loosening he should alert the nearest guide as quickly as possible to avoid any slippage of the saddle. Also for purposes of safety and balance, once mounted the rider should position his feet into the stirrups on the balls of his feet, not behind the arch nor ahead of the toe; the rider should then flex his ankles to raise his feet upwards; then solidly press or step on the balls of his feet down into the stirrup base.
6. I understand limbs, branches and outcroppings present a hazard. In any case, in which a limb, branch or outcropping could be a danger, I understand that I should direct my horse or mule around the danger or, if this is not reasonable possible, I should stop and call for assistance from a guide.
7. I understand that if I am participating in a cattle drive or horse drive that there are additional risks. I understand and accept the additional risks which include, but are not limited to: Kicking animals, goring animals, high speed riding and herd movement, loose animal situations and circumstances involving animal movements which are difficult or impossible to control. These examples are not exclusive.

SECTION 5: Closing Statement, Agreement and Signature

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS.

I UNDERSTAND THAT BY SIGNING THIS FORM I AM:

1. ASSUMING ALL RISK OF INJURY TO MYSELF AND MY PROPERTY AS WELL AS SUCH RISK OF INJURY TO MY CHILDREN AND WARDS AND THEIR PROPERTY.

AND

2. GENERALLY RELEASING ROCK CREEK PACK STATION, INC., a corporation, dba ROCK CREEK PACK STATION, dba MT. WHITNEY PACK TRAINS, dba VIRGINIA LAKES PACK OUTFIT, dba COTTONWOOD PACK STATION, and Craig London, an individual, and their officers, directors, agents, servants, employees and all other persons or entities associated with those businesses FROM ANY CLAIM I, MY CHILDREN OR WARDS MIGHT LATER HAVE AGAINST THEM.

AND

3. GIVING UP MY RIGHT TO SUE ROCK CREEK PACK STATION, INC., a corporation, dba ROCK CREEK PACK STATION, dba MT. WHITNEY PACK TRAINS, dba VIRGINIA LAKES PACK OUTFIT, dba

COTTONWOOD PACK STATION, and Craig London, an individual, and their officers, directors, agents, servants, employees and all other persons or entities associated with those businesses FOR ANY INJURY TO ME OR MY PROPERTY OR TO MY CHILDREN AND WARDS AND THEIR PROPERTY WHICH MAY OCCUR.

I UNDERSTAND THAT ROCK CREEK WILL GIVE ME A COPY OF THIS DOCUMENT FOR MY FILES IF I REQUEST A COPY. I ACKNOWLEDGE THAT EITHER I HAVE NOT REQUESTED A COPY OR, IF I HAVE REQUESTED A COPY, THAT I HAVE RECEIVED IT.

I, THE UNDERSIGNED, BEING OF SOUND MIND AND NOT BEING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

Signature(s):	Address in Full:
	Street/apt no : _____ Street(cont'd): _____
	CITY, STATE, ZIP: _____, _____, _____ Country: USA
	Phone work: _____ Phone home: _____
SIGNATURE OF APPLICANT _____	
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE _____	
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE _____	

Use your Browser's PRINT button to print this form (print a copy for yourself, as well). Sign the form, and mail it to Rock Creek Pack Station, with your deposit. Thanks!