

ACKNOWLEDGEMENT of RISK and RELEASE of LIABILITY

Please Print Clearly:

Participant's Name:	
Date of Birth:	
Address:	
City, State, Zip	
Phone:	

Hillview Arena, LLC, directors, managers, employees, officers, volunteers, business operators, and site property owner(s), Lorena A. Carlson, (all of them collectively called the HOST):

Initial each item below After Reading and Understanding the item:

____ 1) I am the Participant listed above, and I understand that this form is binding on me for all legal purposes.

____ 2) I am the Participant listed above, and I understand that under Montana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

____ 3) I am the Participant listed above, and I understand there are inherent DANGERS, HAZARDS, and RISKS, (collectively called RISKS) associated with Equine Activities and injuries resulting from these "RISKS" are a common occurrence.

____ 4) I am the Participant listed above, and I acknowledge that the inherent "RISKS" of Equine Activity mean those DANGEROUS conditions which are an integral part of being in the presence of horses and/or participating in Equine Activities, including but not limited to:

- the propensity of any equine to behave in ways that might result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people, or objects.
- the unpredictability of an equine's reaction to such things as sounds, sudden movements, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects.
- the potential for other participant(s) and/or HOSTS to act in a negligent manner that might contribute to injury to themselves or others, such as failing to act within their ability or to maintain control over an equine

____ 5) I am the Participant listed above, and I freely accept and Fully Assume All Responsibility for the inherent "RISKS" and the possibility of personal injury, death, property damage or loss which might result from participating in an equine activity.

____ 6) I am the Participant listed above, and I acknowledge that it remains my Sole Responsibility for my personal safety while engaging in the HOST'S sponsored Equine Activities.

____7) By signing this agreement, I hereby acknowledge that although there may be supervision during my time spent at Hillview Arena, LLC, 8406 HILLVIEW DRIVE, HELENA, MT 59602, there will not be a nurse on the premises and Hillview Arena and its principals and agents bear no responsibility for my health or medical care. I agree to indemnify, save and hold harmless Hillview Arena and its principals and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at Hillview Arena, LLC, 8406 HILLVIEW DRIVE, HELENA, MT 59602 or any acts or omissions of Hillview Arena

____8) I am the Participant listed above, and in addition to consideration that I am hereby giving before participating in an Equine Activity, I and my heirs, executors, administrators and assignees (collectively called my "Legal Representatives)" agree:

- To Waive All Claims that I might have against the "HOST"; and
- To Release the "HOST" from Any and All Liability for any loss, damages, injury, or expense that I or my "legal Representatives" might suffer as a result of my participation due to any cause including any NEGLIGENCE ON THE PART OF THE "HOST"; and
- To HOLD HARMLESS AND INDEMNIFY the "HOST" from any and all liability for property damage or personal injury to myself or to any third party which might result from my participation in Equine Activities.

I am the Participant listed above, and before signing this form I read it (as indicated by my initials above) and I state that I understand it. I further state I am aware that signing this form, waives certain legal rights I and/or my "Legal Representatives" might have against the "HOST".

SIGNED This _____ day of _____, 20_____

Do NOT SIGN until you Understand and have Initialed All Items Above...

Signature of Participant_____

Print Name of HOST (Witness to Signing & Initialing) _____

Signature of HOST Witness _____

If the Participant is under age 18:

(Print:Parent/Guardian

Signature of Parent/Guardian

****WARNING****

Under Montana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.