

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RIDING FACILITY AND IT'S OWNERS Alan and Laurie Brimhall, Jill Knudson (CLINICIAN), Jay Ohaco, Jeff Ohaco, Sedona Forbis AND any of their agents (HEREINAFTER "THE RELEASEES").

I, _____ on behalf of myself (and my minor child) _____

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child, or our personal representatives, heirs, next-of-kin, spouses, and assigns, I HEREBY:

1. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

2. ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND, IN SOME CASES, DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

3. Voluntarily assume the risk and danger of injury or death inherent in the use of the facilities, horses, equipment, and gear provided to me by the Releasees, or horses and equipment owned and brought by me.

4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Releasees, doing business under its name or any other name and/or any of its owners, officers, employees, and agents, for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.

5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit, or adjustment of saddles, bridles, or other equipment, instruction or riding skills or leading and supervising riders.

6. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Releasees and its agents from and against any loss, liability, damage, or cost they may incur arising out of or in any way connected with either my use of the facilities, horses, and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.

7. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of _____ and is intended to be as broad and inclusive as is permitted by State Law and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Release for any injury or damage in breach of this contract, the Undersigned will pay all attorneys' fees and costs incurred by the Releasees in defending such an action.

9. State that I am not now pregnant and that I have no history of epileptic seizures, heart condition, or any other medical problem that could be affected by horseback riding.

10. IT IS RECOMMENDED THAT MY CHILD AND ALL RIDERS WEAR A PROTECTIVE HELMET. I UNDERSTAND THAT A PROTECTIVE HELMET HAS BEEN RECOMMENDED. I (and for my child) decline to wear a helmet (please initial here): _____.

11. If the person entering this Agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.

I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release the Releasees and their agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to the Releasees allowing me or my child to ride or handle a horse, use the facilities, and receive instructions. The risks involved and the release and waiver of liability are worth using the facilities, riding or handling horses, and receiving training and instructions.

[Date]

[Signature]