

**PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
for MICKELSEN FAMILY FARMS**

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

This is an agreement between the Undersigned (or minor in my charge) and MICKELSEN FAMILY FARMS. I, _____ (hereinafter the "Undersigned" on behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns HEREBY:

1. Acknowledge that horseback riding is a 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. I also acknowledge that farm animals in general can be unpredictable and can cause injury to a person in some cases.

2. Knowing these facts and in consideration of your acceptance of this form, I voluntarily assume all risks and danger of injury or death inherent in horseback riding activities or presence upon owner's property and facilities or on a trail ride.. I hereby **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** Mickelsen Family Farms, doing business under its own name or any other name and/or any of its owners, officers, employees, agents, sponsors and sanctioning organizations (hereinafter the "Releasees"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person property.

3. Release the Releasee's from any claim that such Releasee's 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 or bridles, instruction on riding skills or supervising riding activities.

4. **IDEMNIFY, AND SAVE AND HOLD HARMLESS** Mickelsen Family Farms and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with any event, my use of a horse and any equipment or gear provided therewith or any acts or omissions of employees or agents.

5. Agree to abide by and follow any instructions given or rules established by Mickelsen Family Farms or any of its employees, agents or volunteers with regard to my participation in any event, use of a horse or any equipment or gear provided therewith.

6. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Utah and is intended to be as broad and inclusive as is permitted by Utah 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.

7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Mickelsen Family Farms or its owners, agents, employees, judges or managers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Mickelsen Family Farms in defending such an action.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

SIGNATURE _____ DATE _____

Owner's Signature/Rider's Signature (or Parent's signature if minor)

SIGNATURE _____ DATE _____

Mickelsen Family Farms owner signature