

RELEASE & ACKNOWLEDGEMENT, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY

WARNING: BY SIGNING THIS AGREEMENT, YOU PROMISE NOT TO SUE FOR ANY INJURY OR DAMAGES HOWSOEVER CAUSED.

To: **Still Meadows Ranch Inc & Drisner Performance Horses Inc** (hereinafter referred to collectively as "SMR" & "DPH") and employees, officers and agents (hereinafter referred to collectively as "SMR & DPH employees").

"Equine activities" at or organized by "SMR" and/or "DPH" shall include any horse related activity that a person participates in or is a spectator of, including, but not limited to: riding, arena or trail lessons, cattle penning, roping, barrel racing, clinics, shows or gymkhanas, day camps, boarding, leasing, breeding, training, horse sales, group programs, etc.

"Inherent risks" of equine activities shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:

1. the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity;
2. the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
3. the equine's response to certain hazards such as surface and subsurface objects;
4. collisions with other equines, animals, people and objects;
5. the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his or her ability.

I, _____, hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in an "equine activity" organized by "SMR", "DPH" and conducted by "SMR", "DPH" and/or "SMR and/or DPH employees", and in further consideration of "SMR" and/or "DPH" allowing me to do so, to be strictly bound by the terms of the Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "The Agreement").
2. I acknowledge that "equine activities" involve INHERENT RISKS that may cause SERIOUS INJURY AND POSSIBLY DEATH TO PARTICIPANTS.
3. I fully understand the risks and dangers associated with my participation in this "equine activity" and ACCEPT SAME ENTIRELY AT MY OWN RISK. I also understand that while participating in this high-risk sport, it is STRONGLY ADVISED by "SMR", "SMR employees", "DPH", and/or "DPH Employees" to use appropriate safety equipment, including a HELMET with fixed harness, and require such use by a minor participant. Any failure or refusal to use such equipment shall be strictly at the participant's own risk.
4. I hereby WAIVE ANY AND ALL CLAIMS which I may have, now or in the future, against "SMR", "SMR employees", "DPH" and "DPH Employees" and release "SMR", "SMR employees", "DPH" and "DPH Employees" from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of by participation in this "equine activity" DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on the part of "SMR", "SMR employees", "DPH", and "DPH Employees". I further AGREE TO INDEMNIFY "SMR", "SMR employees", "DPH", and "DPH Employees" for any and all legal fees (on a solicitor and his own client basis) or losses or costs which may be incurred in defending any lawsuit or claim I may bring against them.
5. I appreciate that This Agreement applies whether "SMR" and/or "DPH" is at fault or not and it limits the liability of "SMR and/or "DPH" employees" to the same extent as it limits the liability of "SMR" and/or "DPH" even though "SMR and/or "DPH" employees" are not formal parties to This Agreement. I understand that "SMR" and/or "DPH", in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of "SMR and/or DPH employees", who shall to this extend be or be deemed to be parties to This Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "SMR", "DPH", OR "SMR/DPH EMPLOYEES" AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

	PRINT NAME	SIGN NAME
Participant/Spectator		
Witness		
Participant/Spectator Address		
Phone:	Email:	

DATE: _____, 202_ *Initial event attended* (**Waiver for minor child is on back of this form**)

- Lessons
 Trail Lessons
 Barrel Racing
 Boarding
 Shows
 Clinics
 Roping
 Other (indicate): _____

THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES

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**RELEASE & ACKNOWLEDGEMENT, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT FOR A MINOR CHILD**

I request permission for my child _____ to participate in horseback riding and other stable activities at Still Meadows Ranch Inc.

I fully understand that horseback riding, handling and grooming of horses and other stable activities are very dangerous. I wish to allow my child to participate in these activities knowing that they are dangerous.

I (my Child) also understand that while participating in this high-risk sport, IT IS STRONGLY ADVISED THAT I (my Child) WEAR A HELMET with a fixed harness while mounted. Any failure or refusal to use such equipment shall be strictly at the participant's own risk, and I (my Child) fully accept all responsibilities for my (my Child's) actions.

I accept and assume all the risks of injury (including death) to my child or my property. I represent and warrant that I have authority to give this release.

In exchange for my child being permitted to participate in these activities, for my child, myself, my child's heirs, guardians, and legal representatives, I release and agree not to make any claims of any kind against Still Meadows Ranch Inc and/or Drisner Performance Horses Inc for any injury (including death), to my child or any danger to my property, arising out of my child's participation in these dangerous horseback riding or related activities.

I acknowledge as parent/guardian of _____ that I have read and fully understand and agree to the terms and conditions stated herein and this it is binding upon my executors, heirs and assigns.

Date

Child's Name (PRINT)

Parent/Guardian (PRINT)

Witness (PRINT)

Parent/Guardian (SIGN)

Witness (SIGN)