

## **SOUTHERN NEVADA MOUNTED UNIT RELEASE AND WAIVER OF LIABILITY AGREEMENT**

This agreement is being entered into as of the signature date between the individual named below, a Volunteer for the Southern Nevada Mounted Unit (SNMU), and the SNMU, with a corporate address located at 995 El Camino Way, Boulder City, NV 89005. Activities for the SNMU may also be held at Boulder City Horseman's Association 1 Corral Road, Boulder City, Nevada 89005, (hereinafter called "BCHA") and BCHA Barns 9 and 10 or elsewhere within the state of Nevada in which this Liability Agreement will be enforced.

In exchange for my being allowed to observe, volunteer, ride or otherwise participate in any manner or any activity related thereto, including but not limited to visitations, walking on the property, or other such SNMU activities on or off property, either before or after any SNMU official event, I, for myself, my representatives, agents, spouse, children, parents, heirs, and next of kin, agree as follows:

1. This agreement covers all activities at any official sponsored SNMU Event and within the BCHA until terminated in writing by a party hereto and tendered to the other party.
2. I understand and agree that my presence at, or participation in any SNMU activity or event and at BCHA is a dangerous activity, and that such presence or participation may expose me to substantial and serious hazards and risks of property damage, personal injury, and even death. I have been fully advised, notified, warned and/or am otherwise fully aware of all such hazards and risks based upon my own knowledge and understanding of the activity at a horse ranch, horse training facility, horse arena, BCHA or SNMU event. Nevertheless, I personally and unconditionally agree and consent to assume all hazards and risks present at SNMU activities or events or at BCHA, even if they are caused, in whole or part, by the negligence of any of the Releasees (as defined in paragraph 5 below).
3. Immediately upon entering any "Restricted Area" (meaning any area within BCHA, in which admission by the general public is generally prohibited, including, but not limited to, the barns and stalls, the arenas and round pens, the roads, and the livestock holding area and pens), and continuously thereafter, I agree that I will inspect all portions of any Restricted Area to which I have access. I agree that my entry into any Restricted Area means that I have personally inspected such Restricted Area(s) and accept the same as being reasonably safe under the circumstances and reasonably suited for purposes of my participation at BCHA. I also agree that if, at any time, I feel something is unsafe or unsuitable in any Restricted Area, I will immediately leave the Restricted Area and advise the SNMU Managers or representative of the specific items or conditions that I believe are unsafe or unsuitable.
4. I personally grant to SNMU, and to any third party expressly authorized by SNMU, including but not limited to its affiliates, promoters, stock contractors, photographers, videographers, and/or any other party authorized by SNMU, including, but not limited to, licensees, purchasers, agencies, periodicals, and television/cable networks, the irrevocable right to use, now and at any time in the future, any of the following that arise in connection with my participation in a SNMU activity, past, present or future,

without any compensation due from SNMU or any other party: likeness, photograph, and other publicity rights; video recording or footage showing me, in any medium and for any purpose, including, but not limited to, advertisements, press releases, electronic depictions or transmissions, adaptations, promotions, displays, posters, flyers, and/or any other legally permitted items used by SNMU.

5. I unconditionally and forever release, waive, discharge and covenant not to sue SNMU or BCHA, its affiliates, officers, directors, shareholders, agents, representatives, volunteers, contractors, and all other entities or parties involved in the approval, production, sanctioning, organization, sponsoring, advertising and/or performance of activities for the SNMU or at BCHA in which I participate, in the past, present or in the future. This release also includes, but is not limited to, any of the aforementioned entities'/persons' respective affiliates, officers, directors, shareholders, employees, agents, representatives, volunteers, and contractors. (All of the foregoing being collectively referred to as "the Releasees"). This release includes any and all liabilities, claims, suits, losses, costs, responsibilities, damages and/or demands, whether known or unknown, foreseen or not, past, future or contingent, that arise from or are in any way related to my participation in or presence at any activity with the SNMU or at BCHA, regardless of whether same are caused by the negligence of any of the Releasees. This release covers any injury to my property and any injury to my person, including my death.
6. **I AGREE TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS FROM ANY LOSS, LIABILITY, DAMAGE OR COST (INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES AND COSTS INCURRED BY ANY OF THE RELEASEES) FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, DEATH OR OTHER RESPONSIBILITY ARISING FROM OR IN ANY WAY RELATED TO MY PARTICIPATION IN OR PRESENCE AT ANY ACTIVITY IN THE SNMU OR AT BCHA, EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO ANY MANAGERS OR AFFILIATES OF THE SNMU.**
7. This Agreement is an election to resolve claims, disputes, and controversies by arbitration rather than the judicial process. IT IS UNDERSTOOD THAT THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL OR A TRIAL IN COURT. The parties understand that the rules applicable to arbitrations and the rights of parties in arbitrations differ from the rules and rights applicable in court.
8. I agree that this agreement will be construed and enforced according to the laws of the State of Nevada applicable to contracts performed entirely therein, without regard to any conflict of law provision.
9. I agree that this agreement is reasonable and intended to be as broad and inclusive as is permitted by law. If any portion of this agreement is held to be invalid, I agree that all other provisions will continue in full legal force and effect.
10. I am signing this agreement after reading it in its entirety, and I have had sufficient time to review the agreement carefully and seek the advice of my own attorney, if I so desire.

11. This agreement may only be modified in writing. Any change in this agreement must be signed by an SNMU Officer and me.

VOLUNTEER INFORMATION	
NAME	
DOB	
PHONE	
EMAIL	
STREET ADDRESS	
CITY ST ZIP	
EMERGENCY CONTACT INFORMATION	
NAME	
RELATIONSHIP	
PHONE	

☐ I HAVE READ, UNDERSTAND, AND VOLUNTARILY SIGN THE SNMU RELEASE AND WAIVER OF LIABILITY AGREEMENT. I AM NOT RELYING ON ANY PROMISE, REPRESENTATION, OR OTHER INDUCEMENT THAT IS NOT EXPRESSED IN THE AGREEMENT.

☐ I HAVE READ THE STANDARD OPERATING PROCEDURE MANUAL AND AGREE TO FULLY ADHERE TO THE RULES OF THE SNMU.

**SIGNED:**

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
DATE

PARENT SIGNATURE

(If under 18 years of age): \_\_\_\_\_