

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

Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

TO: HORSESHOE J DUDE RANCH (“the Company”) and its directors, officers, employees, representatives and agents (collectively called “the Agents”).

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 all events organized by “the Company” and/or “the Agents” including, but not limited to: HORSEBACK RIDING (collectively referred to as “the Activities”) and in further consideration of “the Company” allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (“the Agreement”).
2. I acknowledge that “the Activities” involve **inherent risks and dangers that may cause serious injury and possible death to participants.**
3. I fully understand the risks and dangers associated with my participation in “the Activities” and **accept same entirely at my own risk.**
4. I hereby **waive any and all claims** which I may have against “the Company” and “the Agents” and release “the Company” and “the Agents” from **all liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in “the Activities”, **due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care** by “the Company” and/or “the Agents”.
5. I appreciate that “the Agreement” limits the liability of “the Agents” to the same extent as it limits the liability of “the Company”, even though “the Agents” are not formal parties to “the Agreement”.

I AM 16 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND “THE AGREEMENT”. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE “THE COMPANY” AND/OR “THE AGENTS” AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE “THE AGREEMENT” ON BEHALF OF CHILD/WARD.

WITNESS

SIGNATURE PARTICIPANT or PARENT / GUARDIAN

DATE

PRINT NAME

PRINT NAME OF CHILD / WARD

BWAI(05/05)

E*Mail Address