

B PARTICIPANT NAME(S): _____

DATE: _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION,
AND ARBITRATION AGREEMENT**

Notice – By signing this document, you may be waiving certain legal rights, including the right to sue.

RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION AGREEMENT

In consideration of being allowed to use the facilities and participate in programs and events (“Programs”) at Riata Ranch International (“Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Programs or the use of any equipment provided by the Host (“Equipment”). The Participant and his/her Parents or legal guardians(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, volunteers, and officers, to the fullest extent permitted by law. However, nothing in the Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, volunteers, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, volunteers, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and/or training; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, volunteers, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

ARBITRATION

The Participant, and the Participant’s parent(s) or legal guardians(s), if Participant is a minor, hereby agrees to submit and dispute arising from participation in the Programs, from which Participant intends to seek damages in excess of \$75,000.00, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the “Panel”), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a horse ranch operation or similar operation as the Host in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, District 1 of California, utilizing the selection criteria for the neutral arbitrator as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter in the event that the Participant, or the Participant’s parent(s) or legal guardian(s), if Participant is a minor, files

a lawsuit in any court relating to, and/or arising from, the Participant's participation in the Programs. The Participant and/or Participant's parent(s) or legal guardian(s), by signing this document, stipulate to a cap on the Participant's damages of \$75,000.00, exclusive of interest and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in the Agreement are enforceable under applicable law.

PHOTOGRAPHY/VIDEOGRAPHY RELEASE

The Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of the Participant** in connection with the Participant's participation in the programs. The Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. The Participant hereby agrees that the Host may use such photographs and video of the Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and web content.

PERSONAL RESPONSIBILITY

The Participant certifies that they have no physical or mental condition that precludes them from participating in the Programs and that they are not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and the Participant chooses not to wear a helmet, they do so at their own risk and accept full responsibility for any injury that results.

The Participant understands that their participation in the Programs is voluntary and further understands that they have the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that they are obligated to follow the rules of the Programs and that they can minimize their risk of injury by doing so and through the exercise of *common sense* and by being aware of their surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which they believe jeopardizes their personal safety or that of others, they will remove their self from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (**parent, legal guardian**), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18 years of age.

Participant's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

DECLARATION OF FITNESS TO RIDE

I hereby declare that I am physically fit, I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to their persons or myself during riding activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor/guide/employee/volunteer of the insured immediately and before moving away from the immediate vicinity.

I have read the above declarations, understand them, and I agree to be bound by them.

Signature of Adult Participant Name of Adult Participant (Print) Date

Address of Adult Participant City State Zip Code Phone

Parent or Legal Guardian Signature
(if participant is a Minor, and by their
signature, they on my behalf release
all claims that both they and I have.) Name of Parent or Guardian (Print) Date

Address of Adult Participant City State Zip Code Phone

Name of Minor (Print) Date

If you cannot sign the above declaration because of any of the above conditions, you must notify the Instructor/Guide/Employee of the insured immediately before you mount the horse or commence any activities.

Attention of the Authorized Insured Only (Counter – Sign upon full and correct completion)		
_____ Counter-Signature of Authorized Insured	_____ Name of Authorized Insured (Print)	_____ Date

PROTECTIVE EQUESTIAN HEADGEAR REFUSAL AGREEMENT

Please read and be certain you understand the implications of signing.

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Riata Ranch International that we should wear a properly fitted "ASTM/SEI" (equestrian standard) helmet while riding horses in order to reduce some or all of our head injuries as the result of a fall or any other occurrence associated with this hazardous activity. We realize that we are subject to injury from this activity to which we are exposing ourselves purely voluntarily.

AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.

I/we the undersigned, have read the foregoing statement and do understand its warnings and assumptions of risks.

Signature of Adult Rider

Name of Adult Rider (Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to their release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities, incident to their involvement in these programs for myself, my heirs, next of kin, etc.

Parent or Legal Guardian Signature
(if participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.)

Name of Parent or legal Guardian (Print)

Date

Minor Rider's Full Name

Date