



General Liability and Image Waiver

WITNESS THIS WAIVER dated this _____ day of _____, 20____, executed by the undersigned (whether one or more than one, and including each participant, parent and legal guardian signing below, collectively, the “**Undersigned**”) in favor of Scotsman Holdings, LLC, a Utah limited liability company (“**Scotsman**”). For consideration received, and in return for the use, today and on all future dates of Scotsman’s property, facilities and services, the Undersigned, for the Undersigned and the Undersigned’s heirs, family members, successors, assigns and representatives, hereby agrees as follows:

1. Liability.

a. The Undersigned acknowledges that there are inherent risks associated with horses, expressly assumes all such risks (collectively, the “**Risks**”) in connection with the Undersigned’s rental of horses, use of equipment or the premises (the “**Premises**”) of Scotsman, including, without limitation, any arena or other facilities, and taking riding lessons, whether on or off the Premises, and further acknowledges that Scotsman has no obligation or liability whatever in connection with the Risks. The inherent risks include, but are not limited to: the propensity of horses to behave in ways that may result in an injury, harm or death to persons on or around them, such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on persons; the unpredictability of a horse’s reaction to outside stimulation such as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; the limited availability of emergency medical care; and 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 animal or not acting within such participant’s ability. The Undersigned further acknowledges that horses by their very nature are unpredictable and subject to animal whim. The Undersigned agrees to abide by and follow Scotsman’s rules and regulations, which shall be posted or available from time to time. The Undersigned further acknowledges that the behavior of any animal is contingent to some extent upon the ability of each participant, and warrants that a full and fair disclosure of each participant’s abilities has been made to Scotsman. There have not been any express or implied representations made to the Undersigned regarding the Premises or activities on the Premises.

b. The Undersigned unconditionally and irrevocably (i) releases and discharges Scotsman, its members, managers, employees and representatives and any visitor, guest, student, clinician, trainer, instructor, aide, helper, employee or independent contractor hired by, or assisting, Scotsman on or offsite (collectively, the “**Released Parties**”) from, (ii) waives, (iii) covenants not to sue for, initiate any legal, equitable or similar action or file a complaint or other action for controversy resolution in connection with, or otherwise seek, and (iv) agrees to indemnify, defend and hold harmless the Released Parties against, any claims, liabilities, losses, damages, injuries (including personal injury, loss of life and damage to or theft of property), actions, causes of action, costs and expenses (including, without limitation, attorneys’ fees), known or unknown, suspected or unsuspected, fixed or contingent, arising directly or indirectly from the Risks or the use of the Premises, including, without limitation, damage, injury, or death to any person, animal or property, however caused or arising.

WARNING

Under Utah Law, Scotsman is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to Utah Code Ann. §78B-4-201 - 203.

2. Non-Scotsman Horse. In the event the Undersigned is using the Undersigned’s own horse, or a horse or horses not owned by Scotsman, the Undersigned warrants that each such horse shall be free from infection and contagious or transmittable diseases. Scotsman reserves the right to refuse access to, or use of, any horse upon the Premises that does not appear to Scotsman to be in good health, or is deemed dangerous or undesirable.

3. Helmet Requirement. All persons shall wear a helmet while riding on or around the Premises.

4. Parent/Guardian Permission. If any parent or legal guardian signs below, which shall be required for any participant that is a minor, then such parent or legal guardian is expressly giving his or her permission for such minor to attend and participate in trainings and other activities, use equipment and facilities, ride horses, and otherwise be present at the Scotsman Center without being accompanied by such parent or legal guardian, and all provisions of this Waiver will apply regardless of whether or not such parent or legal guardian is present.

5. Photographs/Video Permission. The Undersigned hereby (a) grants Scotsman and its owners, employees, contractors, teachers and aides non-revocable permission to capture the Undersigned’s image and likeness in photographs, videotapes, motion pictures, recordings and any other media (collectively, “**Images**”), (b) acknowledges that Scotsman will own such Images, (c) grants Scotsman permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to the Scotsman Center, including without limitations, publications, advertisements, brochures, website images and other electronic displays and transmissions thereof, (d) waives any right to inspect or approve the use of such Images by Scotsman prior to their use, (e) forever releases and holds harmless Scotsman from all liability arising out of the use of such Images in any manner or media whatsoever, and (f) waives all claims and causes of action relating to the use of such Images, including without limitation, claims for invasion of privacy rights or publicity.

6. **General Provisions.** If any party brings suit to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party(ies) the prevailing party's reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled. This Agreement shall inure to the benefit of Scotsman, and shall be binding on the Undersigned, and their respective successors, assigns, heirs and personal representatives. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. The parties subject themselves to the exclusive jurisdiction of the courts of the state of Utah and agree to commence and maintain any lawsuit related to this Agreement in such courts. The parties further agree that such courts are a convenient forum. This Agreement shall be construed according to its fair meaning and not strictly for or against either party, as if both parties had prepared it.

EACH OF THE UNDERSIGNED has executed this Waiver in favor of Scotsman on the respective dates set forth below, to be effective as of those dates.

Participant Date _____
Print Name _____

CHECK BOX IF SIGNING FOR MINOR. By checking this box, the undersigned parent(s) or legal guardian(s) confirm that they have read, fully understand and agree to the terms and conditions detailed in this Waiver as an "Undersigned" thereunder, and expressly give permission for each participant above, of whom each of the undersigned is a parent or legal guardian, to attend and participate in trainings and other activities, use equipment and facilities, ride horses, and otherwise be present at the Scotsman Center and grant use of Images with or without the undersigned being present.

Parent or legal guardian if any participant is a minor Date _____
Print Name _____

Parent or legal guardian if any participant is a minor Date _____
Print Name _____

Emergency Contact Emergency Contact Phone _____