



**General Liability & Image Waiver
facility use & general release**

WITNESS THIS RELEASE dated this _____ day of _____, 20____, by and between Scotsman Holdings, LLC, Any visitor, guest, student, clinician, trainer, instructor, aide and/or any helper, employee, independent contractor hired by, or assisting Scotsman Holdings, LLC, on or offsite, hereinafter referred to as Management, and _____, hereinafter referred to as User or Rider, and, if User is a minor, User's parent or guardian, _____. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Management, Management's instructors, employees, drivers and agents; User, User's heirs, family members, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. User acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things 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. Management is not liable for the inherent risks associated with participating in such activities.

Further, User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. User agrees to abide by and follow Management's rules and regulations which, shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefor and warrants a full and fair disclosure of User's abilities has been made to Management.

User expressly releases Management, other customers/boarders, or any horses from any and all claims for personal injury or property damage, even if caused by negligence by Management or its representatives, agents, or employees.

WARNING

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

2. Use of Equipment and Facilities. User agrees to assume any and all risks involved in or arising out of User's use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena on the premises of Management, and for purposes of taking riding lessons either on the premises or lessons given off the premises by Management personnel.

3. Indemnification. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING

ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child.

4. Non-Management Horse. In the event User is using User's own horse, or a horse(s) not owned by Management, User warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises that does not appear to Management to be in good health, or is deemed dangerous or undesirable.

5. Limitation on Action. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$5,000 for non-consequential damages such as pain and suffering.

6. Helmet Requirement. All Riders/Users will wear a helmet while riding at the facility.

7. Parent/Guardian Permission. If User is a minor, which requires User's parent or legal guardian to sign this release on User's behalf, then by signing this release, User's parent or legal guardian is expressly giving their permission for User to attend and participate in trainings, use equipment and facilities, ride horses, participate in any activity, and otherwise be present at Scotsman Center without being accompanied by User's parent or legal guardian. User, and User's parent or legal guardian, agrees that all provision of this liability waiver will apply regardless of the presence of User's parent or legal guardian at the Scotsman Center.

8. Photographs/Video Permission. User or User's parent or guardian hereby grant Scotsman Holdings LLC, its owners, employees, contractors, teachers, aides non-revocable permission to capture my image and likeness in photographs, videotapes, motion pictures, recordings, or any other media (collectively "images"). I acknowledge that Scotsman Holdings LLC will own such images and further grant Scotsman Holdings LLC 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, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the image by Scotsman Holdings LLC prior to its use. I forever release and hold Scotsman Holdings LLC harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

CHECK BOX IF SIGNING FOR MINOR. By checking this box, I affirm that I have read, fully understand, and agree to the terms and conditions detailed in this liability waiver, and specifically I expressly give my permission for User, of whom I am legal guardian or is my minor child, to attend and participate in trainings, use equipment and facilities, ride horses, participate in any activity, grant use of Images, and otherwise be present at the Scotsman Center without me being present.

User

Date

Parent or Guardian if User is a minor

Date

User's Emergency Contact

Emergency Contact Phone

Management

Date