

# Liability Waiver

WARNING: Under **Nebraska Law**, an **equine professional** is **not liable** for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to sections 25-21,249 to 25-21,253.

## RELEASE, WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I \_\_\_\_\_, who resides

at \_\_\_\_\_, The Undersigned user, in consideration of participation in horse and equine related activities with Starr Baxter and Associates, agree as follows:

### Helmet

It is the recommendation of Starr Baxter and Associates that all riders under the age of 18 wear an approved Equine helmet that is not expired. By initialing here, you acknowledge the risks involved by not wearing a helmet during equine activities.

### Acknowledgment of Risk

I hereby agree and acknowledge that horse related activities and events are potentially hazardous activities, possibly resulting in serious bodily injury or death. I acknowledge that my engaging in equine activity either on my own or with an equine professional or equine activity sponsor subjects me to risks, both known and unknown. Those risks include but are not limited to the inherent risks of equine activities as well as to the negligent and reckless acts or omissions of other or Starr Baxter and Associates, associated officers, agents, directors, members, managers, partners, employees, subcontractors or independent instructors (herein "Risks"). I further acknowledge that the above list is not inclusive of all possible risks associated with horse related activities, and that the above list in no way limits the extent or reach of this Release, Waiver, Indemnification and Hold Harmless Agreement ("Agreement"). I further acknowledge and agree that my participation in horse related events may be unsupervised at any or all times. I agree that use of the facilities and trails will be in accordance with all rules and regulations of Starr Baxter and Associates as well as directions and instructions given by the director of any facility used, or other designated persons.

### Release and Waiver

Acknowledging this, I voluntarily agree, and state as follows:

**I voluntarily participate in equine activities knowing the dangers involved, and I assume all known and unknown risks, and the above-defined Risks.** I RELEASE, DISCHARGE AND AGREE NOT TO SUE OR MAKE ANY CLAIM AGAINST STARR BAXTER AND ASSOCIATES, ASSOCIATED OFFICERS, AGENTS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES, SUBCONTRACTORS, OR INDEPENDENT INSTRUCTORS ("Protected Parties"), FROM ANY AND ALL FORSEEN AND UNFORSEEN INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGEMENTS, OR DAMAGES OF ANY KIND AND NATURE, INCLUDING ATTORNEY FEES AND COURT COSTS, WHICH I, MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS I MAY NOW HAVE, OR HAVE IN THE FUTURE AGAINST THE PROTECTED PARTIES, OR ANY OF THEM, AN ACCOUNT OF PERSONAL INJURY, PROPERTY DAMAGE, DEATH OR ACCIDENT OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF EQUINE FACILITIES OR PARTICIPATION IN EQUINE ACTIVITIES, WHETHER THAT USE OR PARTICIPATION IS SUPERVISED OR UNSUPERVISED, INCLUDING THOSE THAT MAY ARISE FROM BEING A SPECTATOR, HOWEVER THE DEATH, ACCIDENT, INJURY, OR DAMAGE IS CAUSED.

THIS RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OF STARR BAXTER AND ASSOCIATES, OR ANOTHER PROTECTED PARTY. Negligence as used herein shall include, but not be limited to: knowledge that equipment or tack which caused injury was faulty; failure to make reasonable and prudent efforts to determine my ability to engage safely in equine activity, or my ability to safely manage the particular equine; or knowledge of a dangerous latent condition concerning the land or facilities, and for which warning signs have not been conspicuously posted.

**The terms of the contract shall serve as a complete release and EXPRESS assumption of the Risks. I shall be solely responsible for my own safety and well-being, and for all expenses that arise directly or indirectly from Starr Baxter and Associates equine activities or events.** I consent to emergency medical treatment in the event of injury or illness.

# Liability Waiver

I shall comply with all of High Plains Trail Rider's Rules and Regulations and laws and ordinances now in effect or adopted in the future. I shall be solely responsible for ensuring that all my children know and abide by the rules and regulations and the terms of this Release. I understand that if Starr Baxter and Associates or an independent instructor, wrangler, or leader is in charge of a ride or an event, they can terminate it at any time if he/she thinks it is best, and I will abide by any requirements imposed upon me.

## Indemnification and Hold Harmless

I agree to hold harmless, defend, indemnify, and reimburse Starr Baxter and Associates, and the Protected Parties from all claims, damages, third party claims and losses including its own losses, expenses, damages, attorney fees and court costs that arise from my participation in horse-related events and activities.

This Agreement is executed without reliance upon any promise, statement, or representation by the Protected Parties, or any of them, or their representatives or attorneys, concerning any of the facilities activities, any damages or legal liability therefore, or any other matter.

All statements above shall bind me, my heirs, personal representatives, Executors, Administrators, successors and assigns, and are not merely recitals. I acknowledge that Starr Baxter and Associates have relied upon these terms, and that without this Release, fees would be much higher, or Starr Baxter and Associates would be unable to offer equine related activities. **I have read and understand the legal consequence of this release and acknowledge that Starr Baxter and Associates have recommended that I have my attorney review this release prior to my signing it.** The information provided by me below is made a part of this Agreement.

Please fill in ALL information requested below. DO NOT leave anything out.

**NOTE: READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT CAREFULLY, ASK ANY QUESTIONS BEFORE SIGNING, AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THE AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO ITS TERMS.**

Please print clearly

NAME: \_\_\_\_\_ (Participant)

DATE OF BIRTH: \_\_\_\_\_ AGE: \_\_\_\_\_ PH#: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR GUARDIAN MUST READ AND SIGN BELOW:**

I am the legal guardian of the above minor and have read the above AGREEMENT. I give my unqualified permission and consent to: the RELEASE, WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT on behalf of the named minor; his/her participation in all Starr Baxter and Associates equine activities. My child is in good health and has the necessary ability to participate in equine activities. **I ACKNOWLEDGE I HAVE RECEIVED AND READ THE EQUESTRIAN FACILITY RULES.**

Signature of Participant or, if minor, Signature of parent or legal guardian.

\_\_\_\_\_  
DATE: \_\_\_\_\_

Emergency Contact

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_