

**JOHNSON PERFORMANCE HORSES LLC
RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT, YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO IT'S TERMS, BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD/CHILDREN ARE GIVIING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LINTES TO, THE NEGLIENCE OF THE STABLE, IT'S OWNER, EMPLOYEES AND AGENTS ("THE RELEASEES")

I, _____ on behalf of myself and my minor child/children,
child's name _____ age _____ birth date _____,
child's name _____ age _____ birth date _____,
child's name _____ age _____ birth date _____, reside at
_____, in _____, State _____, Zip _____.
Street address City State Zip
Telephone number _____.
e-mail _____

In consideration for allowing me (or my minor child/children) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, trip, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. **ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse, and use the saddles, bridles, equipment and gear provided to me by the Releasees.
4. Releases, discharge and promise not to sue the Releasees for any loss, damage, injury (including death) or cost to my or my minor child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Releasees.

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5. Release the Releasees from any claim that such Releasees were negligent in connection with my or minor child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which may result in loss, damage, injury or death.
6. Indemnity, and save and hold harmless the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse and/or saddle, bridles, equipment and gear provided therewith resulting from or contributed to by my own negligence.
7. Expressly agree that the forgoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Oklahoma and it intended to be as broad and inclusive is permitted by Oklahoma law, and that in the event any portion of the Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred by the Releasees in defending such action.
9. **IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR AN APPROVED, PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR CHILD'S SAFETY.**

FOR WESTERN RIDERS ONLY

I decline to wear a helmet (please initial here):_____

I decline for my child for him/her to wear a helmet (please initial here):_____

10. If the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

I have read this document, I understand it is a promise not to sue and to release the stable, it's owner's, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding.

Date

Signature

Date

Signature of JPH Staff/Releasee