

FROM THE GROUND UP, LLC LIABILITY RELEASE CONTRACT AND CONSENT AGREEMENT

WARNING UNDER OKLAHOMA LAW, AN EQUINE ACTIVITY SPONSOR OR 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 THE OKLAHOMA EQUINE ACTIVITIES LIABILITY ACT.

RISKS INVOLVED IN EQUINE ACTIVITIES:

- I am fully aware and understand that ALL riders are suggested to wear and use safety equipment, especially helmets while on horseback. Helmets are not provided by From the Ground Up. I also understand that children under the age of 18 must be supervised at all times and are not permitted to ride alone. I also understand that riders are not permitted to jump their horse outside of a structured and supervised lesson.
- I am fully aware and understand that horses are unpredictable by nature; and when frightened, angry or under stress, it is a horse's natural instinct to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to buck, to rear up in front, or to bite, and that horses are extremely powerful. I understand that I could be injured as a result of any of these or other actions of a horse. I understand these risks, and I voluntarily assume these risks and dangers.
- I further understand that upon mounting a horse or driving a carriage and/or taking up the reins, the rider/driver is in primary control of the horse, and that the Property Owners are not responsible for the results of the rider's/driver's actions or inactions, or for the action of the horse.
- I fully understand and agree that I alone am to be responsible for any bodily injury which I should sustain on the grounds of the Property Owners while engaged in general recreation, riding, driving, viewing or caring for a horse, and for any time I should lose from employment or activity, and for the medical expenses or any other expenses incurred because of such bodily injury or property damage.
- In acknowledgment of the above, I hereby, for myself and my heirs, HOLD HARMLESS the Property Owners, and their respective servants, agents, employees, officers, and all other participants of and from all claims, demands, actions and causes of action for such injuries sustained to my person or property whether or not such injury or property damage resulted from the negligence or gross negligence of the Property Owners, or their servants, agents, employees or officers, or resulted from any defect in tack or equipment that might be used on or around the property.
- I understand and agree that in exchange for being permitted to participate in

general recreational activities and/or the boarding, viewing, caring for, riding or driving of horses on the property of the Property Owners, I am voluntarily assuming the risks of agreement that I may not bring a lawsuit or a claim of any kind against the Property Owners, their servants, agents, employees or officers for such injuries and/or property damage. If I should bring such claim or lawsuit in violation of this agreement, I agree that I shall be liable to the Property Owners for any and all reasonable attorney's fees and expenses that may be incurred by the Property Owners in defending such claims.

- I further agree to indemnify and reimburse the Property Owners, their servants, agents, employees or officers for any injury and/or property damage to any third person as a result of any action or inaction on my part. This indemnification included the reasonable cost of attorney's fees and expenses incurred by the Property Owners in defending against and such suit.

The undersigned voluntarily request to be permitted on the property of From the Ground Up, LLC 3130 E Bois D Arc, Duncan, OK 73533, herein referred to as the Property Owners, for the purpose of participating in equine activities. This agreement shall be in effect upon signing below and renews annually.

Child/Rider Name : _____

Child/Rider Birthday : _____

Child/Rider Age : _____

- I testify that I am above the age of 18, have read, and fully agree to the above including releasing all liability to From the Ground UP.

Parent / Guardian **Date**

Witness **Date**