

Riverplains Farm ("The Niceley's")

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT
AGREEMENT* (AGREEMENT)**

IN CONSIDERATION of being permitted to participate in any way in any horseback riding, carriage driving, cross- country horseback riding, fox hunting, hound exercise on horseback, and other equestrian activities (which includes riding over fences, other obstacles, and dangerous and rough terrain), (horseback riding activities), for myself, my personal representatives, assigns, heirs, and next of kin, I (participant) hereby agree as follows, to-wit:

I ACKNOWLEDGE, agree and represent that I understand the nature of horseback riding activities and that I am qualified, in good health, and in proper physical condition to participate in such activity, I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity. I FULLY UNDERSTAND that: (a) HORSEBACK RIDING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (RISKS); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the conditions in which the activity takes place, or THE NEGLIGENCE OF THE RELEASEES NAMED BELOW; there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the horseback riding activities.

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE RIVERPLAINS FARM, FRANK NICELEY, CYNDIE NICELEY, RACHEL NICELEY OR BILL NICELEY (The Niceley's), their respective relatives, employees, volunteers, borders, and other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE THEREOF, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT SIGNATURE (Only if age 18 or over): PRINTED NAME OF PARTICIPANT:

DATE: TELEPHONE: EMAIL ADDRESS:

STREET ADDRESS: CITY/State/Zip:

Emergency Contact: Phone:

FOR MINORS

AND I, THE MINOR'S PARENTS AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF HORSEBACK RIDING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, (INCLUDING, BUT NOT

LIMITED TO, ANY CLAIMS I MIGHT HAVE), AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF MINOR CHILD:

SIGNATURE OF PARENT/GUARDIAN:

Date:

PRINTED NAME OF PARENT/GUARDIAN:
