

## Equine Activity Release and Hold Harmless Agreement

1. I, \_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Keystone Equestrian LLC (Company), understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Company, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Keystone Equestrian LLC.

4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

5. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.

6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

7. I verify that I have been advised of the Utah code applicable to equine liability as it is provided here:

**§ 78B-4-202. Equine and livestock activity liability limitations**

- (1) It shall be presumed that participants in equine or livestock activities are aware of and understand that there are inherent risks associated with these activities.
- (2) An equine activity sponsor, equine professional, livestock activity sponsor, or livestock professional is not liable for an injury to or the death of a participant due to the inherent risks associated with these activities, unless the sponsor or professional:
  - (a)(i) provided the equipment or tack;
  - (ii) the equipment or tack caused the injury; and
  - (iii) the equipment failure was due to the sponsor's or professional's negligence;
  - (b) failed to make reasonable efforts to determine whether the equine or livestock could behave in a manner consistent with the activity with the participant;
  - (c) owns, leases, rents, or is in legal possession and control of land or facilities upon which the participant sustained injuries because of a dangerous condition which was known to or should have been known to the sponsor or professional and for which warning signs have not been conspicuously posted;
  - (d)(i) commits an act or omission that constitutes negligence, gross negligence, or willful or wanton disregard for the safety of the participant; and
  - (ii) that act or omission causes the injury; or
  - (e) intentionally injures or causes the injury to the participant.

Date: \_\_\_\_\_  
Company: Keystone Equestrian LLC \_\_\_\_\_

Person voluntarily entering into this Release and Hold Harmless Agreement:

\_\_\_\_\_  
/s/ signature  
\_\_\_\_\_  
Printed Name

If minor, person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement:

\_\_\_\_\_  
/s/ signature  
\_\_\_\_\_  
Printed Name