



4221 N Linder Road, Eagle, ID 83616

Liability Release & Indemnification Agreement

Visitor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

The Visitor understands that horse riding is a high-risk sport and is participating at their own risk. The Visitor hereby assumes this risk and further hereby releases and holds harmless the owners of the property, its agents, employees, and volunteers, and the host(s) of this 'equestrian activity', from all liability for negligence resulting in injury, death, illness, and/or damage to themselves and to their property, including the horse or horses which they will ride at this facility.

The Visitor agrees that they choose to participate voluntarily in the 'equestrian activity' with their horse, or the horse provided to the Visitor by this facility, as a rider, owner, agent, coach, trainer, or as a parent or guardian of a Visitor under the age of 18 ("Junior Participant"). The Visitor is fully aware and acknowledges that horse sports involve inherent dangerous risks of injury, loss, or death ("Harm").

The Visitor agrees to release the owners of the property, its agents, employees, and volunteers, and the host(s) of the 'equestrian activity' from all claims for money damages or otherwise for any Harm to the Visitor and/or to their horse, and for any Harm caused by the Visitor and/or their horse or the horse provided to the Visitor by this facility to others, even if the Harm resulted, directly or indirectly, from negligence incidental to the 'equestrian activity'.

The Visitor agrees to indemnify (ie. to pay any losses, damages, or costs incurred incidental to the 'equestrian activity') the owners of the property, its agents, employees, and volunteers, and the host(s) of the 'equestrian activity' and to hold them harmless against all claims and demands of Harm to the Visitor or their horse, and for claims made by others for any Harm caused by the Visitor or their horse, or the horse provided to the Visitor by this facility.

The Visitor agrees to wear protective equipment (such as a properly secured ASTM/SEI certified safety helmet and heeled boots) while horse riding, but acknowledges that protective equipment cannot negate all risk of Harm. This facility claims no duty to provide protective equipment.

The Visitor affirms that they have the requisite capacity to safely participate in and follow any instructions incidental to the 'equestrian activity'.

The Visitor agrees that any legal action under this Agreement shall be governed by the laws of the state of Idaho and hereby must be brought in Ada County, Idaho.

If the Visitor is a Junior Participant, the parent or guardian of the Visitor consents to their participation in the 'equestrian activity' and agrees to all of the above provisions and agrees to assume all of the obligations of this Agreement on the Visitor's behalf. The parent or guardian of the Junior Participant will either be present and available at this facility while the Junior Participant is present or, in absence, grants the owners of the property, its agents, employees, and volunteers, and the host(s) of the 'equestrian activity' full authority to carry out all decisions on behalf of the Junior Participant, including medical care, and agrees to hold these parties harmless for any Harm to the Junior Participant that may result from such decisions.

If any provision of this Agreement is held invalid, such invalidity shall not affect the other provisions of this Agreement. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid, and unenforceable provisions as may be possible and be legal, valid and enforceable.

Visitor

Signature: _____ Date (MM/DD/YEAR): _____

Parent or Guardian (if Visitor is under the age of 18)

Signature: _____ Date (MM/DD/YEAR): _____

Name: _____