

HORSE & BARREL, Inc.

2000 Nickerson Lane, Murphys, CA, 95247

HORSEBACK RIDING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, _____, hereby acknowledge that I and/or my legal guardian on my behalf have voluntarily registered to participate in an activity of horseback riding with HORSE & BARREL.

I fully understand that the activity of horseback riding, or even being near a horse, involves numerous dangers and risks of injury to me. In exchange for the privilege of participation, I acknowledge that the assumption of all the risks involved is my responsibility and I completely release HORSE & BARREL and it's agents from all liability for any and all injuries caused by my participation in the general activity of horseback riding. **Please initial to show that you understand and agree _____.**

I fully understand that an animal (horse) irrespective of it's training and usual past behavior and characteristics, may act or react unpredictably based on instinct or fright, and that even the most gentle horse, when provoked or frightened, may rear, buck, run away or otherwise act in an unpredictable and dangerous manner. In addition, weather, such as thunder, hail, lightening, or snow sliding off the roof, may cause a horse to rear, buck, run away or otherwise act in an unpredictable and dangerous manner. Having understood these dangers, I fully assume all of the risks involved and completely release HORSE & BARREL, and it's agents from liability for any and all injuries to me from the general activity of horseback riding. **Please initial to show that you understand and agree _____.**

I fully understand that riding on any type of terrain can be dangerous to my horse and me and that this danger increases when riding a horse fast, such as at a canter (lope) or at a gallop. Under these conditions, or even while riding at a slower pace, my horse may stumble, be thrown off balance, get caught in a hole or rut, fall, or otherwise be dangerous to me. I also fully understand that I may, at any time, lose control of and/or fall off my horse, or have a collision. I fully assume the responsibility for all of these dangers and risks, and completely release HORSE & BARREL, and it's agents from all liability for any and all injuries to me from the dangers and risks as stated above. **Please initial to show that you understand and agree _____.**

I fully understand that animals (horses) and conditions are unpredictable and that the risk of injury or death is inherent to the activity of horseback riding and/or being around horses. I fully assume the responsibility for the risk of injury or death caused by my contact with horses and horseback riding. I completely release HORSE & BARREL, and it's agents from any and all liability for any and all injuries or death to me caused by my contact with horses and/or horseback riding. **Please initial to show that you understand and agree _____.**

In exchange for the privilege of participation, I agree not to sue, claim against, attach the property of or prosecute HORSE & BARREL, it's officers, board members, affiliated organizations, agents and/or it's employees for riding and it's related activities, whether or not such injury or death was caused by their negligence or from any other cause. **Please initial to show that you understand and agree _____.**

I agree to defend, indemnify and hold harmless HORSE & BARREL and all of it's officers, board members, affiliated organizations, agents and employees for any injury or death caused by or resulting from my participation in the activity of horseback riding and it's related activities, whether or not such injury or death was caused by their negligence or from any other cause. **Please initial to show that you understand and agree _____.**

This agreement shall be legally binding upon me, my family, my heirs, my estate, assigns, legal guardians, and my personal representatives. **Please initial to show that you understand and agree _____.**

I have carefully read this agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this release of liability and indemnity agreement on behalf of myself of my own free will. **Please initial to show that you understand and agree _____.**

I have been offered the use of a helmet and I choose NOT to use a helmet. I am the parent or legal guardian of a participant under the age of 18 (eighteen) years of age and have DECLINED their use of a helmet. I understand that I may choose to use a helmet at any time before any activity begins. **Please initial to show that you understand and agree _____.**

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN OR INITIAL THE RELEASE IF YOU DO NOT UNDERSTAND AND/OR AGREE WITH ITS TERMS.

Participants under 18 (eighteen) years of age require the signature of a parent or legal guardian.

Signature of Participant: _____

Signature of Parent or Legal Guardian: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

Date: _____

Where did you hear about Horse & Barrel?