

RELEASE, ASSUMPTION OF RISK, WAIVER & INDEMNIFICATION

WITNESS THIS AGREEMENT This _____ day of _____, 20____, by and between UpRiver Saddle Club (URSC), hereinafter referred to as ORGANIZER and _____ hereinafter referred to as RIDER.

Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S VOLUNTARY PARTICIPATION IN ANY ACTIVITY CONDUCTED BY THE ORGANIZER, INCLUDING, BUT NOT LIMITED TO RISKS OF DEATH, BODILY INJURY, PROPERTY DAMAGE, FALLS, KICKS, BITES BOLTS, COLLISIONS WITH VEHICLES, OTHER HORSES OR STATIONARY OBJECTS, FIRE, EXPLOSION, LIMITED EMERGENCY MEDICAL CARE AVAILABILITY, OR THE NEGLIGENCE OR DELIBERATE ACT OF ANY OTHER PERSON. Rider acknowledges that equines, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Rider agrees to abide by and follow Organizer's rules and regulations. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants that Rider has the requisite abilities to safely participate in the Activity.

WARNING – All Activities involving HORSES, donkeys, mules or ponies (equines) have inherent risks for Participants/Riders. Idaho State Law (*IDAHO CODE s 6-1801 (1994)*) protects operators, owners, trainers, promoters and others from liability for injuries which are the result of an equine animals' behavior. RIDE AT YOUR OWN RISK.

2. Rider agrees to hold harmless, indemnify and defend Organizer, landowners, volunteers, service providers, vendors, URSC members and officers, officials and sponsors against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's participation, even if the harm resulted directly or indirectly from the negligence of the Organizer or the Activity, Officials, URSC members or officers, landowners, volunteers, service providers, vendors or sponsors.

HEALTH, MEDICAL & BEHAVIORAL:

3. In the event Rider is using Rider's own equine, or equine(s) not owned by Rider, Rider warrants said equine(s) shall be free from infection, contagious or transmittable diseases. Organizer reserves the right to refuse access or use of any equine to participate in any Activity if same does not appear to Organizer to be in good health, or is deemed dangerous or undesirable.

4. Rider agrees to assume all liability and responsibility for any accidents, injury or damages sustained or caused by Rider, Rider's helpers, stock or equipment and to expressly assume all risks of harm to Rider and/or horses including harm resulting from the negligence of the Organizer, or the Activity, officials, URSC members or officers, landowners, volunteers, service providers, vendors or sponsors.

5. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

6. Riders under the age of 18 years must be accompanied by parent or legal guardian and have obtained signature of parent or legal guardian prior to participation. If I am a parent or guardian of a youth Rider, I consent to the child's participation and agree to all the above provisions and agree to assume all the obligations of the Release on the child's behalf.

Signature of Rider (Parent/Guardian, if participant is under age 18)

Date :