

WASATCH SPORT HORSES RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT

The undersigned, as a Participant/Spectator/Visitor/Guest/Volunteer/Client (collectively "Participant"), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as "Participant"), for good and valuable consideration, agrees to the terms and conditions of this Wasatch Sport Horses ("WSH") Release, Waiver, Hold Harmless, Defend and Indemnification Agreement ("Release"):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse or pony (collectively "equine"), including: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (ii) The unpredictability of an equine's reaction to sounds (ex.: machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, music, etc.), sudden movement, and unfamiliar objects, persons, other animals (ex.: leashed or unleashed dogs, wildlife, etc.), or other things (ex.: jumps, ground poles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, etc.); (iii) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, construction material, etc.); (iv) Collisions with other equines or objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability. Participant agrees that engaging in Equine Activities under this Release includes, but is in no way limited to, those listed in the Idaho Equine Activities Immunity Act (I.C. §6-1801 *et seq.*), riding an equine belonging to Participant or a third party, as well as petting, leading, mounting, recording, feeding, observing, transporting, and otherwise interacting with or merely being in the vicinity of equines (collectively "Equine Activities"). Participant understands injuries, death, loss (both personal and property), and property damage may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous and cause illness, injury, death, damage, or other loss (collectively "Loss") even without warning, and that the risks listed in this Release are just a sampling and Participant is not relying on Released Parties (defined below) to list all possible equine-related risks. Participant understands and agrees that WSH requires the wearing of an ASTM-standard F1163/SEI-certified equestrian hard hat ("Hard Hat") for anyone riding an equine and that failing to wear a Hard Hat while engaged in Equine Activities increases the risk of serious injury and/or death. Participant is not relying on Released Parties to provide, check for proper fitting, or monitor the wearing of a Hard Hat at any time now or in the future. Participant therefore agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for his/her personal health and safety, to purchase and maintain his/her own health and liability insurance, remain financially responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Equine Activities, riding a horse belonging to Participant, Released Parties, or someone else, whether on or off the property where the equine is stabled and/or transported to, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by the Released Parties, regardless of whether or not Participant's presence there is related to equines or Equine Activities. The following shall be included as Released Parties under this Release: Wasatch Sport Horses, Synergism, Inc., Stephanie Goodman, the owner, lessor, and/or lessee of the equine involved in the Equine Activity and/or Loss, the owner, lessor, and/or lessee of the real property where the Equine Activity or incident causing Participant's Loss occurred, and their respective parents, spouse, heirs, beneficiaries, agents, trustees, employees, volunteers, independent contractors, working students, clinicians, sponsors, instructors, guests, visitors, invitees, clients, members, managers, officers, directors, owners, and/or others acting on their behalf (collectively "Released Parties").

2. Release, Hold Harmless, Defend and Indemnification: Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any Loss incurred by Participant, or to Participant's property. Participant agrees to indemnify Released Parties from and against any Loss arising from or related to Participant's engagement in Equine Activities, whether caused in whole or in part by Participant, even if such Loss is caused in whole or in part by negligence or other fault of Released Parties (other than willful and wanton or intentional misconduct).

3. Governing Law, Time Limitation, Attorneys' Fees, Jury Waiver: This Release shall be construed and enforced in accordance with the laws of the State of Idaho. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in Ada County, Idaho and the parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. Participant agrees this Release does not expire, that any and all claims and/or causes of action for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date accrued, any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars), and agrees to waive trial by jury in any such claim and/or cause of action. Participant agrees to reimburse Released Parties for any and

all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or defending or prosecuting any claims or causes of action involving, or in any way relating to, Participant.

4. **Severability:** If any provision of this Release or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Release nor the application of such provision to any other person or circumstance shall be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law.

5. **Participant Certification:** Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, and Participant's spouse, heirs, agents, guests, spectators, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein. Participant signs this Release voluntarily, agrees that this Release does not violate public policy, knows that Participant has other Equine Activity facilities elsewhere to choose from, and understands that the signing of this Release is required for Participant to participate in Equine Activities and receive instruction or training with Released Parties.

Date: _____ Signature: Address:

Participant signing on my own behalf, and, if applicable, on behalf of my minor child as a Participant

Printed Name: Phone/E-Mail:

Emergency Contact Name and Phone:

Minor Participant's Name and Date of Birth: