



THE PAARD YARD EQUINE RELEASE AND WAIVER OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

SERIOUS INJURY MAY RESULT FROM HORSEBACK RIDING AND OTHER EQUINE ACTIVITIES. THE PAARD YARD DOES NOT GUARANTEE ANY PARTICIPANT'S SAFETY. THIS IS AGREEMENT RELEASES THE PAARD YARD AND ITS PRINCIPALS, AGENTS, OWNERS, EMPLOYEES, AND VOLUNTEERS FROM LIABILITY FOR EQUINE ACTIVITY.

YOU ARE RELEASING IMPORTANT AND VALUABLE RIGHTS BY SIGNING THIS AGREEMENT AND IT IS CRITICAL THAT YOU READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT YOU ARE STATING THAT YOU UNDERSTAND ITS TERMS AND CONDITIONS. UNDER THE MONTANA CODE ANNOTATED § 27-1-727, EACH PARTICIPANT WHO ENGAGES IN EQUINE ACTIVITIES EXPRESSLY ASSUMES THE RISK OF ENGAGING IN SAID ACTIVITIES AND ASSUMES LEGAL RESPONSIBILITY FOR INJURY, LOSS, OR DAMAGE TO A PERSON OR PROPERTY RESULTING FROM SAID ACTIVITIES.

I, the undersigned, in consideration for the right to participate in equine activities at The Paard Yard, do hereby knowingly and voluntarily execute this Agreement made on behalf of myself and my agents, personal representatives, executors, administrators, dependents, descendants, heirs, beneficiaries, successors, and assigns under these terms.

I hereby agree to the following:

1. I will fully read this Agreement and I will ask any questions I may have until I certify, by signing this Agreement, that I understand the terms and conditions hereof and I agree to such terms and conditions
2. I acknowledge there are risks inherent in equine activities. These inherent risks are dangers or conditions that are an integral part of equine activities, and they include but are not limited to:
 - a. The propensity of an equine to behave in ways that may result in injury or harm to or the death of persons on or around the equine;
 - b. The unpredictability of an equine's reaction to such things as medication; sounds; sudden movement; and unfamiliar objects, persons, or other animals;
 - c. Hazards, such as surface and subsurface ground conditions;
 - d. Collisions with other equines or objects; and

- e. The potential of another participant to not maintain control over the equine or to not act within the person's ability.
- 3. I understand that I have the sole individual responsibility for knowing the range of my own ability to manage, care for, and control a particular horse, and I understand that it is my duty to act within the limits of my own ability to maintain reasonable control of the particular horse or horses at all times, to heed all posted warnings to ride in an area or facilities, and to refrain from acting in a manner that may cause or contribute to the injury of anyone. I am physically and mentally capable of participating in horseback riding or other equine activities. I will not use or be under the influence of alcohol or intoxicating drugs while participating in horseback riding or other equine activities.
- 4. I expressly assume the risk and legal responsibility for injury, loss, or damage to me or my property that results from participation in equine activities. I agree to assume full responsibility for the risks identified herein as well as those risks not specifically identified. I expressly assume full responsibility for property damage and personal injury or accidents of every type and degree and any resulting expenses.
- 5. I agree to release The Paard Yard and its principals, agents, owners, employees, and volunteers (collectively, "The Paard Yard") from any and all liability and waive any claim for damages arising from risks inherent in equine activities, as well as the ordinary negligence of The Paard Yard.
- 6. I agree to indemnify and hold The Paard Yard harmless from and defend The Paard Yard against any and all liabilities, loss, damage, actions, lawsuits, or other claims arising out of or in any way connected with my use of The Paard Yard area or facilities, my equine activities at the Paard Yard, or my presence at the Paard Yard. I agree to pay any and all costs, including reasonable attorney fees, associated with The Paard Yard defending such claims which may arise out of or in any way connected with my use of The Paard Yard area or facilities, my equine activities at the Paard Yard, or my presence at the Paard Yard. This shall be broadly construed so that no exceptions or exclusions are implied.
- 7. If any term of this Agreement should be declared unenforceable, the remainder of this Agreement shall remain in full force and effect.

I HAVE READ, UNDERSTOOD, AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN.

Signature: _____ Date: _____

Printed Name: _____

Address: _____

Telephone: _____