

D&F PACKERS, LLC

RELEASE, ASSUMPTION OF RISK, WAIVER & INDEMNIFICATION

THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS - PLEASE READ CAREFULLY

The undersigned Participant or Parent/Legal Guardian, or heirs, personal representative or assigns (hereinafter also sometimes referred to as "I", "me", "my") being under no restraint and of my own free will, do agree to indemnify and save and hold harmless D&F PACKERS, L.L.C., including but not limited to any of its owners, agents, instructors, employees, volunteers and all other persons connected with D&F PACKERS, L.L.C., (hereinafter collectively "D&F PACKERS") from and against any and all losses, claims, actions, or proceedings of every kind, nature or description which may be presented or initiated at any time hereafter to recover money, property, or damages for any injuries to persons, or any damage to property suffered or incurred at the D&F PACKERS facility, during the preparation for horseback riding, and any time spent at D&F PACKERS subsequent to the riding, or arising directly or indirectly from my participation in any of the equine-related activities including but not limited to, tacking, mounting, dismounting, and riding (hereinafter "THE ACTIVITY") at D&F PACKERS.

1. **Acknowledgement of Inherent Risks of Equine Activities Assumption of Risk.** I AM FULLY AWARE AND ACKNOWLEDGE THAT THE ACTIVITY IS **HAZARDOUS** AND INVOLVES INHERENT DANGEROUS RISKS OF ACCIDENT, LOSS, EMOTIONAL PAIN AND SUFFERING AND SERIOUS BODILY INJURY INCLUDING, BUT NOT LIMITED TO, BROKEN BONES, HEAD INJURIES, SPINAL INJURIES, TRAUMA, PAIN, SUFFERING, OR POSSIBLY EVEN DEATH (hereinafter "HARM"). I am aware that there are numerous inherent known and unknown risks of equine activities, whether preparing for, entering, attending, participating in, or leaving THE ACTIVITY. The inherent risks include those dangers and conditions which are an integral part of all equine activities, including, *but not limited to:* (a) the propensity of a horse or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the horse's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of the Participant or another participant to act in a negligent manner that may contribute to injury to me, or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment including failure and improper sizing of protective gear; and (g) the potential that a horse or other animal may cause injury or harm to the rider or other persons or animals in the vicinity (the "RISKS"). *I am not relying on D&F PACKERS to list within this document all possible inherent risks or all risks of participating in THE ACTIVITY.*

PROTECTIVE HEADGEAR ACKNOWLEDGMENT: I acknowledge that I have been advised of the RISKS of the ACTIVITY and was offered a protective helmet by D&F PACKERS and I choose (**X to wear/** **N/A not to wear**) the protective helmet. I nevertheless agree to release and hold harmless D&F PACKERS from all liabilities arising out of the RISKS or the ACTIVITY contained herein despite my decision to wear the protective helmet or not.

2. **Waiver and Release of Liability.** With full knowledge and appreciation of these and other inherent risks associated with equine activities and THE ACTIVITY, I freely and voluntarily assume the risks of the equine activities involved in any aspect of them. In this connection, I also voluntarily agree to waive any and all rights to sue and hereby release D&F PACKERS from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent RISKS of THE ACTIVITY, or resulting from any action or inaction by D&F PACKERS. This waiver and release is effective to release D&F PACKERS from strict liability or if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of D&F PACKERS and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither myself nor my representatives shall make any claim against, maintain an action against, or recover from D&F PACKERS, its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the myself, to my horse, or to my personal property (*regardless of ordinary negligence by D&F PACKERS or regardless of an alleged violation of an applicable equine activity liability law*). I acknowledge that I (**am/** **am not**) married and that my spouse is aware of my involvement in this horse related activity and that he/she consented to the terms and conditions of this Agreement.

3. **Indemnification.** I AGREE to indemnify (that is, pay any losses, damages, or costs incurred by) D&F PACKERS with respect to claims made by others for any HARM or property damage caused by D&F PACKERS, me, my agents, employees, associates, invitees or my animal(s) at THE ACTIVITY. If I am a parent or guardian of a minor participant in THE ACTIVITY, I consent to my child's participation and agree to all of the above provisions and agree to assume all of the obligations of this RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION on the child's behalf. BY SIGNING THIS AGREEMENT AND INITIALING THE PROTECTIVE HEADGEAR ACKNOWLEDGMENT AND WAIVER ABOVE, I acknowledge that I have read, understand, and agree to the above terms and conditions.

PARENT/GUARDIAN

PARTICIPANT

Signature: _____ Date: _____

Signature: _____ Date: _____

Print: _____

Print: _____