

EQUINE ACTIVITY AGREEMENT AND RELEASE

Equine Professional: KMH Associates, LLC

Arena Owner: _____

Equine Participant: _____

Equine Participant Information:

Name: _____ Address: _____

Birthdate: _____ If minor, name(s) of parent(s) or legal guardian(s):

Phone number for Participant: _____ If minor, Phone number for parent(s) or legal guardian(s):

Name(s) and Phone Number(s) of Emergency _____

Contact(s): _____

Inherent Risks:

The Equine Participant acknowledge(s) and agree(s) that there are certain risks that are dangers or conditions that are an integral part of participation in equine activities that are set forth in Montana Code Annotated, § 27-1-726(7) including but 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; or
- (e) the potential of another participant to not maintain control over the equine or to not act within the person's ability.

Non-Liability:

The Equine Participant is aware and acknowledges that in accordance with Montana law, an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities. §27-1-727(1), MCA.

Equine Participant to Act Safe and Responsible:

The Equine Participant is aware, acknowledges and agrees that the Equine Participant shall act in a safe and responsible manner at all times to avoid injury to the participant and others and to be aware of risks inherent in equine activities. §27-1-727(2), MCA.

Use of Helmet:

Because of the inherent danger and risk of injury associated with equine activities, any Equine Participant under the age of 18 years old must wear a helmet when engaging in equine activities. The Equine Participant must provide his or her own helmet. A helmet is strongly encouraged for equine participants 18 years of age and older.

NOW THEREFORE, in consideration of being allowed to participate in Equine activities/lessons, provided by the Equine Professional, the Equine Participant and his or her heirs, successors, personal representatives, and next of kin, hereby RELEASE, WAIVE, DISCHARGE, and agree to HOLD HARMLESS AND INDEMNIFY the Equine Professional, the arena owner, and their agents and representatives from all liability to the Equine Participant, his or her parent(s), legal guardian(s), and personal representatives, heirs, successors, and next of kin from any and all claims and liability for all loss or damage, and any claim of damages therefore, on account of any injury to the Equine Participant's person including death, or damage to the Equine Participant's property while he or she is utilizing the arena and/or facilities.

As the Equine Participant (and parent(s) or legal guardian(s) if applicable agree and represent as follows **(Initial)**:

I understand THERE ARE CERTAIN RISKS OF SERIOUS INJURY AND DEATH inherent in participating in equine events and activities and I expect that risk. I realize conditions of the arena change from time to time and may become more hazardous, that equine animals are dangerous and unpredictable, and there is INHERENT DANGER in equine activities, which I appreciate and voluntarily assume because I choose to participate in such activities. I make this choice even though I have observed or participated in events of this kind in the past and know conditions, facilities, equine animals, and other contestants and participants pose a danger to me. I recognize and expressly agree to assume the *entire* risk of any and all accidents or personal injury including serious paralysis or death, which I might experience during my participation in said activities.

I acknowledge and agree to wear a helmet that I am providing when participating in equine activities.

I am 18 years of age or older, and I choose not to wear a helmet when engaging in equine activities. I understand, acknowledge and agree that because I am voluntarily choosing not to wear a helmet for head protection while participating in equine activities, I further covenant and agree not to pursue any claim or lawsuit for damages from any injury arising therefrom against the Equine Professional or Arena Owner.

I further **COVENANT AND AGREE NOT TO SUE** the Equine Professional or Arena Owner for any injury, damages, or death, which occurs as a result of my participation in said activities and any claim or damage therefore. I understand that this document may be treated as a complete defense to any legal action I might bring against the Equine Professional or the Arena Owner for any injuries or other damages I might suffer. I understand and agree this **RELEASE AND AGREEMENT** extends to any and all claims I may have, particularly including, but not limited to; claims arising out of participation in said events, **claims with respect to the design, manufacture, repair, or maintenance of the facilities or equipment which I will be using, or with respect to the conditions, qualification, instructions, rules or procedures under which my use of said facilities or equipment are conducted, or from any other cause.**

I UNDERSTAND AND AGREE THIS **RELEASE AND AGREEMENT** SHALL APPLY TO ANY INCIDENT, INJURY, ACCIDENT OR DEATH OCCURRING DURING Equine Activities/Lessons. Any subsequent Releases and Agreements I might sign in the future shall amplify, but shall in no way limit, the provisions of this document.

I further state and certify that I have carefully read the **EQUINE ACTIVITY AGREEMENT AND RELEASE**. I know the contents thereof and sign this Release and Agreement **NOT TO SUE** as a free and voluntary act. This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. I UNDERSTAND THIS IS A **RELEASE OF ALL CLAIMS**.

Dated this ____ day of _____, 20 ____.

Signature of Equine Participant
Printed Name: _____

Signature of Legal Guardian
Printed Name: _____