EQUINE ACTIVITY AGREEMENT AND RELEASE

| Equine Professional: KMH Associates, LLC | |
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| 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): | |
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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:

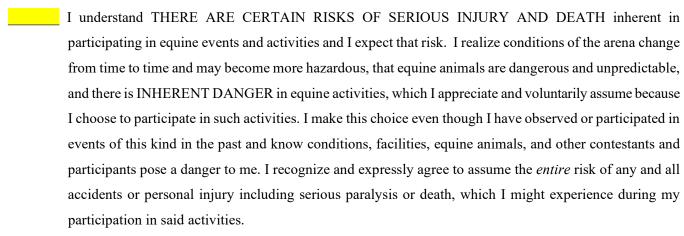
The Equine Participant is aware, acknowledges and agrees that the Equine Participant shall act in a safe and responsible manner at all times to avoid injury to the participant and others and to be aware of risks inherent in equine activities. §27-1-727(2), MCA.

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 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 COV | VENANT AND AGREE NOT TO SUE the Equine Professional or Arena Owner for any |
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| injury, dama | ges, or death, which occurs as a result of my participation in said activities and any claim or |
| damage there | fore. 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 unde | erstand and agree this RELEASE AND AGREEMENT extends to any and all claims I may |
| have, particu | larly 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 us | se of said facilities or equipment are conducted, or from any other cause. |
| I UNDERST | AND AND AGREE THIS RELEASE AND AGREEMENT SHALL APPLY TO ANY |
| INCIDENT, | INJURY, ACCIDENT OR DEATH OCCURRING DURING Equine Activities/Lessons. Any |
| subsequent R | eleases and Agreements I might sign in the future shall amplify, but shall in no way limit, the |
| provisions of | Ethis document. |
| contents thereof and sign this Reintended to be the final expression conditions with respect therefore communication between the part OF ALL CLAIMS. | have carefully read the EQUINE ACTIVITY AGREEMENT AND RELEASE . I know the elease and Agreement NOT TO SUE as a free and voluntary act. This writing is understood and sion of the parties' agreement and is a complete and exclusive statement of the terms and to, superseding all prior agreements or representations, oral or written, and all other ties relating to the subject matter of this agreement. I UNDERSTAND THIS IS A RELEASE |
| Dated this day of | Signature of Equine Participant Printed Name: |

Signature of Legal Guardian Printed Name: _____