

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT



This Agreement is made as of this _____ day of _____, 2____ between a/k/a Minnesota Pinto Horse Association, Inc. also known as "MPtHA" and its officers, directors, shareholders, employees, agents, assigns, and volunteers (hereinafter referred to collectively as "Organization") and the person(s) executing this document (hereinafter referred to as "Participant") in consideration for Organization's services including horse riding lessons, horse training instruction, and participating in horse shows and clinics held at _____ on _____.

Organization is a nonprofit Minnesota corporation engaged in the educational activities of providing horse riding lessons, horse training education, and sponsoring horse shows and clinics pursuant to Minn. Stat. § 604A.12.

BY SIGNING THIS DOCUMENT, PARTICIPANT ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN RIDING AND BEING AROUND HORSES INCLUDING SERIOUS BODILY INJURY AND DEATH. PARTICIPANT ACKNOWLEDGES THAT THESE INHERENT RISKS ARISE FROM HORSES' UNPREDICTABLE NATURE WHICH INCLUDE SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS INCLUDING KICKING, BITING, BUCKING, AND RUNNING WITH OR WITHOUT WARNING OR PROVOCATION. PARTICIPANT ALSO ACKNOWLEDGES THAT THESE INHERENT RISKS ARISE FROM THE FACT THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS, OTHER ANIMALS, AND NATURAL HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS AND - AS A RESULT - THEY MAY RUN, BITE, BUCK, OR KICK WITH OR WITHOUT WARNING. PARTICIPANT FURTHER ACKNOWLEDGES THAT RIDING ANY HORSE INVOLVES THE INHERENT RISK OF FALLING-OFF THE HORSE WHICH CAN RESULT IN SERIOUS BODILY INJURY OR DEATH.

All PtHA applicants or participants in PtHA approved shows or events are responsible for knowledge of all rules and regulations. Participant hereby represents that he/she is capable of using and being in close proximity to horses and their environment, and understands the inherent risks. Participant further represents that he/she is competent and capable to participate in the activities set forth here. Participant further understands that he/she will be required to wear a helmet, as specified in the current PtHA Rule Book, and that it is recommended that said helmet is ASTM/SEI approved. Helmets may be worn at any time, without penalty.

PARTICIPANT AGREES TO ASSUME ALL RISKS ASSOCIATED WITH ORGANIZATION'S ACTIVITIES AND SERVICES. Participant acknowledges the inherent risks associated with Organization's activities and services including horse riding lessons, horse training instruction, and participating in horse clinics and shows as identified above, appreciates that these inherent risks include serious bodily injury, death, and property damage, and agrees to voluntarily encounter these risks by participating in Organization's activities and services.

PARTICIPANT AGREES TO RELEASE ORGANIZATION FROM LIABILITY FOR INJURIES OR DAMAGES SUSTAINED BY PARTICIPANT WHILE PARTICIPATING IN ORGANIZATION'S ACTIVITIES AND SERVICES INCLUDING THOSE INJURIES OR DAMAGES ARISING FROM ORGANIZATION'S NEGLIGENCE. Participant hereby releases, waives, and forever discharges Organization of all actions of whatever kind or nature either in law or in equity arising from any bodily injury, death, or property damage, including but not limited to damage to Participant's horse or other personal property, arising from Organization's recreational activity services identified herein so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton, act or omission of Organization (i.e. Participant releases Organization from liability for damages caused by Organization's negligent acts or omissions only).

PARTICIPANT AGREES TO INDEMNIFY AND HOLD ORGANIZATION HARMLESS FROM LIABILITY FOR INJURIES AND DAMAGES SUSTAINED BY PARTICIPANT OR OTHERS WHILE PARTICIPATING IN ORGANIZATION'S ACTIVITIES AND SERVICES INCLUDING THOSE INJURIES OR DAMAGES ARISING FROM ORGANIZATION'S NEGLIGENCE. Participant agrees to hold Organization harmless from any and all

liability, claims, damages, expenses, costs, and fees, including attorney's fees, arising from any bodily injury, death, or property damage and hereby agrees to indemnify Organization for the same, so long as such injury or damage is not caused by an intentional, willful, or wanton act or omission of Organization (i.e. Participant shall hold harmless and indemnify Organization for damages arising from Organization's negligent acts or omissions only).

This release is given on behalf of Participant, Participant's spouse, Participant's legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or legal guardian of Participant's, on behalf of them, their legal representatives, administrators, executors, heirs and assigns. This release is an ongoing release and remains in effect until Participant has revoked it in writing.

Participant understands that this document is a contract and agrees that if a lawsuit is commenced against Organization, its owners, officers, directors, shareholders, employees, agents, volunteers, and/or employees for any injury or damage alleged by, or allegedly attributable to, Organization, Participant will pay all attorney's fees and costs reasonably incurred by Organization to defend that lawsuit.

PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND/OR THAT OF HIS/HER HORSE. PARTICIPANT UNDERSTANDS THAT HE/SHE IS ASSUMING 100% OF THE RISK OF INJURY, DEATH, AND PROPERTY DAMAGE AS PROVIDED HEREIN. THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA, INCLUDING BUT NOT LIMITED TO THE MINNESOTA LIVESTOCK IMMUNITY STATUTE CODIFIED AT MINN. STAT. § 604A.12. IF ANY PORTION OF THIS RELEASE IS HELD INVALID BY A COURT, IT IS AGREED THAT THE REMAINDER OF THIS RELEASE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT NOTWITHSTANDING THE INVALIDITY OF ANY PORTION OF IT.

PARTICIPANT HAS READ THIS DOCUMENT. PARTICIPANT UNDERSTANDS IT IS AN AGREEMENT AND PROMISES NOT TO SUE, AND TO RELEASE AND INDEMNIFY, ORGANIZATION FOR ALL CLAIMS IDENTIFIED HEREIN.

PARTICIPANT ACKNOWLEDGES AND AFFIRMS THAT HE/SHE HAS CAREFULLY READ THE CONTENTS OF THIS RELEASE, FULLY UNDERSTANDS ITS MEANING, AND SIGNS THIS RELEASE VOLUNTARILY.

Date: _____

Print Client Name

Participant Signature

Address

Telephone Number

Date: _____

Print Parent or Legal Guardian's Name

Parent or Legal Guardian on behalf of Minor Participant Signature

Address

Telephone Number