

## RELEASE, WAIVER AND INDEMNIFICATION ("Release")

**In consideration of the use of the premises of Cottonwood Ranch as a visitor, rider, boarder or otherwise, I (the undersigned, "I", "me", "myself") do hereby jointly and severally, singly and collectively, release, absolve, indemnify and hold harmless Cottonwood Ranch ("CR"), Christopher Wrather ("CW"), Charlotte M. Wrather ("CMW") and Wendy Wergeles ("WW"), including any and all of their heirs, personal representatives, successors and assigns, of and from any and all liability, obligation, duty, responsibility, claim or right of action for death, bodily injury, property damage (including death, injury or illness of a horse), emotional distress or any other kind of injury or damage caused by or resulting directly or indirectly from (i) any horse or horses owned by me or kept or ridden by me at CR, (ii) any activity engaged in by me on CR, whether or not related to horses and including without limitation handling, riding, training or jumping any horse whether or not owned by me, (iii) any physical condition at CR, including the surfaces on which horses may be ridden, fences and stables, and jumping obstacles of any sort, (iv) the behavior of any dog, cat or other animal, and (v) any cause, condition, circumstance, act, omission or negligence of CR, CW, CMW or WW. I also release and waive any and all relevant rights which I may have or hereafter acquire, including any right to sue or to bring any action against CR, CW, CMW and/or WW, and I agree that my commitment to indemnification includes reimbursement of legal fees associated with the defense of any claim.**

**I acknowledge, agree and confirm:** (i) there are many risks whether inherent to equine activity or associated with any activity on CR, which may cause, contribute to or result in the death or personal injury of myself and/or other people, or damage to property including horse/s; (ii) many such risks cannot be predicted or foreseen and may not be listed here; (iii) risks occur in all places, including stalls, paddocks, pastures, tie and wash racks, and all riding areas such as arenas, racetracks, cross-country jumping areas, and trail riding areas; (iv) horses have the propensity to behave in ways that may result in injury, harm or death to themselves, other horses or animals, and/or to riders and other persons, and have unpredictable reactions to such things as weather, sounds, sudden movement and unfamiliar objects, people or animals; (v) all property, including CR, contains known, unknown, visible, invisible and unpredictable footing defects/ hazards such as muddy, sandy or slippery footing, footing which may be uneven or contain holes, rocks, and other defects due to rodent activity or other surface and subsurface conditions; (vi) there are risks associated with fences, trees, rocks, cliffs, stumps, ditches, debris and any other aspect of CR; (vii) as emphasized in any or all sections of the Cottonwood Ranch Rules ("CRRs") and this Release, there are dogs on CR, also cattle and wild animals such as snakes, skunks, bobcats, foxes, coyotes, deer, pigs, squirrels, gophers, bees, insects and others, and any such animal could itself injure a horse or spook a horse and trigger unpredictable reactions and injury or damage to horse, rider or other humans, other animals and/or property; (viii) cattle and dogs may escape confinement accidentally, or neighbors' dogs may find a way to cross a fenceline, and any dog may bark at, chase, try to herd horses or simply startle them by chasing a wild animal; (ix) ranch machinery and vehicles (including bicycles) may also spook horses and cause unpredictable results including to persons in or on the vehicle; (x) horses may suffer allergic or other dangerous reactions to feed or bedding, may consume dangerous weeds or grasses or parts of trees; (xi) there are always risks of fire and theft, as well as risks due to ordinary negligence in property maintenance or animal control.

**THEREFORE, I further acknowledge, agree and confirm that: (i) I have been advised of, understand and accept the risks and dangers of all aspects of CR activity, including those known, unknown, predictable, unpredictable and/or inherent in handling, riding and jumping horses, and/or in any activity that may expose anyone to any dog or wild animal; (ii) I have access to the CR Rules and will read and abide by such Rules; (iii) I voluntarily and knowingly agree to expose myself to all such risks and dangers; (iv) CR, CW, CMW and WW do not, and have no duty to, inspect, warrant or maintain any trails, paths, arenas, jumps, racetrack or other areas on CR; (v) CR, CW, CMW and WW make no warranty whatsoever regarding the safety of any such areas; (vi) CR, CW, CMW and WW have taken due care to warn and advise me about risks, and have no additional duty or responsibility to prevent**

**accidents, injury or damage of any kind, and (vii) I understand and expressly assume all such risks, including the risk that CR, CW, CMW and/or WW may be negligent.**

**I agree to wear ASTM/SEI approved head protection at all times when on horseback** and all other protective equipment appropriate to the riding situation. If I forget or fail to wear such protective helmets or equipment, I assume the increased risk of more serious injury that is known to occur without such needed protection.

I authorize and consent to any emergency medical care which may at the time appear reasonably appropriate.

This Release shall remain valid and in full force and effect from and after the date of signature until expressly revoked by me in a written notice personally delivered to CW or CMW.

To the extent possible, this Release shall be construed in such manner as will render it, and each of its provisions, fully enforceable. If any provision shall be deemed unenforceable (by arbitrators or by court), such provision (only as much of which is unenforceable) shall be deleted and the remainder of this Release shall continue in full force and effect.

This Release shall be binding upon my heirs, personal representatives, successors and assigns.

**If I execute this Release for and on behalf of a minor as named below, I hereby represent and warrant that (i) I am in fact the legal parent or guardian of such minor, with full rights of custody and control; (ii) that I also sign as agent of the other parent; and (iii) that this Release is given on behalf of and is intended to be binding upon said minor, his/her heirs, personal representatives, successors and assigns. I further agree that this Release shall also be as fully binding on me as if it were entered into solely on my own behalf.**

Any and all claims or disputes arising from or relating to this Release shall be decided by arbitration in accordance with the arbitration rules of the American Arbitration Association. Any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having appropriate jurisdiction. In no event shall the arbitrator(s) be empowered to assess punitive damages, and any punitive damages assessed as part of an award shall not be recoverable or enforceable under this agreement. Three (3) arbitrators shall be selected on any claims over \$10,000, with no more than one (1) being an attorney. In any action, proceeding or arbitration arising from or relating to this agreement, the prevailing party shall be entitled to recover all costs and disbursements, including reasonable attorneys' fees.

Date \_\_\_\_\_

Rider (signature) \_\_\_\_\_ Parent/guardian if minor (signature) \_\_\_\_\_

print name/s and provide contact information \_\_\_\_\_

Owner and/or Trainer (signature) \_\_\_\_\_

print name/s and provide contact information \_\_\_\_\_

Emergency contact/s \_\_\_\_\_