

Cedar Ridge Equine Waiver of Rights

Assumption of Risk

1. I understand and acknowledge that this is a legal agreement that will either abolish or severely restrict my legal rights and the rights of my heirs and relatives in case I am injured, die or am otherwise damaged as a result of my attendance at any Cedar Ridge Equine, and/or Prechter ride, activity of function, or my participation in or being present at equestrian activities. I will not sign this agreement until I have read each and every paragraph and fully understand its content.

Initial_____

2. I understand and acknowledge that riding horses, being near horses, and being at equestrian facilities and on trails and in camps is inherently dangerous. I understand that the dangers include the possibility of serious and permanent physical and emotional injury and the possibility of death. I understand that I can get thrown, stepped on, kicked or otherwise injured by my horse or any other horse. I understand that riding trails, riding and jumping rings, and equestrian facilities and camps can be dangerous.

Initial_____

3. I understand and acknowledge that no amount of care, caution, instruction, or supervision can eliminate the dangers inherent in riding horses, being near horses and being at equestrian facilities and on trails or camps.

Initial_____

4. I understand and acknowledge that injury or death could result in a variety of ways including self-inflicted injury or death, injury or death by a horse or other animal, injury or death by the negligent or intentional act or omission of members, officers, directors, employees, and agents of Cedar Ridge Equine, and/or Amy Prechter, injury or death by the negligent or intentional act or omission of a third person, or of an apparent or hidden defect or dangerous condition of the equestrian facilities, trails and camps.

Initial_____

5. With my full knowledge and appreciation of the foregoing risks, I hereby forever release and discharge Amy Prechter and Cedar Ridge Equine, its members, officers, directors, employees, agents, volunteers, and people with whom provide facilities or services (all of whom are hereinafter collectively referred to as "RELEASED PARTIES") from any and all liabilities, claims, demands, or causes of action that I may hereafter have for injuries, damages, and death arising out of my attendance at camps, lessons and functions or participation in equestrian activities including but not limited to injury, damage or death cause by the passive or active negligence or the RELEASED PARTIES or third parties or the intentional acts of or omissions of the RELESED PARTIES or third parties.

Initial_____

6. I further agree that I will not sue or make a claim against the RELEASED PARTIES for injury, damage, death or other losses sustained as a result of my attendance at or my participation in equestrian activities.

Initial_____

7. I understand that by signing this Waiver and Assumption of Risk that I am giving up significant rights that I, my family and heirs have. I further understand that there may be other equestrian groups in the area that would not require me to give up some or all of these rights. Knowing this, I still prefer to use the facilities of Cedar Ridge Equine, and Amy Prechter and therefore I voluntarily give up my rights as described in this agreement.

Initial_____

8. I understand and acknowledge that the RELEASED PARTIES may not be insured (wholly or in part) against any claims or actions by me or others arising out of my participation in equestrian activities and trail rides, lessons and functions. I further understand and acknowledge that the RELEASED PARTIES may not have any health or other medical insurance that would pay for any of my medical or related expenses in case I was injured and therefore I understand that it is my responsibility to provide full medical insurance for any injury which may befall me.

Initial_____

9. I understand and agree that the various provisions of this agreement are severable and the invalidity or inapplicability of any provision shall not affect the validity or applicability of the other provisions. This agreement shall be governed by the laws of the State of Montana. If, under the laws of state in which this document is executed, consents, waivers, releases and/or agreements as set forth herein are required, as a condition of their enforceability, to be in a certain form or to contain special language, such special form or language is deemed incorporated as a reference herein and I covenant that I would have executed and will upon request of RELEASED PARTIES (with retroactive effect to the date hereof), execute an agreement pertaining to the subject matter which contains such special form or language.

Initial_____

10. This agreement represents a complete embodiment of the understandings and agreements between the RELEASED PARTIES and I regarding the subject matter, No representations have been made to me regarding the subject matter except as set forth herein. This agreement may not be modified or rescinded except in a writing executed by an officer of Cedar Ridge Equine, and Amy Prechter.

Initial_____

11. I further understand that if I have any questions about this agreement I will not sign the agreement until after I have consulted an attorney.

Initial_____

12. I represent that I have carefully read each and every one of the provisions hereof, fully understand each provision and consent to be bound thereby. I further acknowledge receipt of a copy of this agreement.

Initial_____

WARNING, DO NOT SIGN THIS WAIVER OF RIGHTS AND ASSUMPTION OF RISK AGREEMENT UNTIL YOU HAVE READ AND UNDERSTOOD EACH AND EVERY PARAGRAPH.

PRINT NAME AND DATE

SIGNATURE (PARENT SIGNATURE IF UNDER 18 YEARS OF AGE)

Emergency Contact Information:

Name:

Phone:
