

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Clint & Gerilynn Sharp, Pine Hollow Ranch (LLC)

This form must be signed by everyone before riding or around any horses originating upon property owned by Gerilynn & Clint Sharp. Adults must sign for minors.

PARENTS: Please supervise young children at all times! DO NOT LET THEM WANDER AROUND!

I and/or my family understand that the activity of horseback riding involves numerous risks of injury that are my own responsibility, and I assume these risks, including, but not limited to, death, bodily injury, kicks, bites, loss of control, falling, collisions, obstacles, unavailability of emergency medical care and property damage whether they are obvious or not obvious.

I and/or my family further understand that a horse, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times, based upon instinct or fright, which is an inherent risk that I assume by participating in horse back riding activities. I understand that I may encounter variations in terrain that are my responsibility and I assume these risks, including creeks, water, bridges, vehicles, wild animals, bees, wasps, loose dogs, debris, rocks, cliffs, vegetative growth and other obstacles, whether they are obvious or non obvious man-made or natural.

I and/or my family agree to defend, indemnify, and hold harmless Pine Hollow Ranch, Owners Clint & Gerilynn Sharp and or their family, its shareholders, directors, officers, employees, staff, volunteers, agents, and any person or agency over whose land horseback riding activities may be conducted for any injury or death caused by or resulting from participation in the activity of horseback riding, whether or not such injury was caused by their negligence, from my own negligence or any other cause.

I AND/OR MY FAMILY/FRIENDS AGREE THAT ANY ACTION INVOLVING Clint or Gerilynn Sharp., ITS HELPERS, SHAREHOLDERS, DIRECTORS, OFFICERS, Managers, EMPLOYEES, AGENTS ARISING UNDER THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THE UNIFORM ARBITRATION ACT. ARBITRATIONS SHALL BE CONDUCTED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. YOU AGREE TO BE BOUND BY THE RESULTS OF ANY SUCH ARBITRATION AND YOU EXPRESSLY WAIVE ALL RIGHTS, IF ANY, TO APPEAL.

This Assumption of Risk and Release of Liability Agreement shall be governed by Idaho law and any court disputes arising hereunder shall be resolved in Idaho. Under Idaho Law, an equine activity sponsor or an equine professional shall not be liable for any injury to or the death of a participant or equine engaged in an equine activity except in very limited situations. There are 3 signs visibly located on the property that provide this information.

I understand that photos will be taken from Owners/guest/friends/participants ect. These photos may be posted online and photos may be used for advertising our Pine Hollow Ranch facility.

I and/or my family have carefully read this agreement and fully understand its contents.

I and/or my family agree to abide by all rules and regulations

Riders: 1- _____ 2- _____ 3- _____ 4- _____

Print Name of Parent(s) or Guardian: (If rider is a minor) 1- _____ 2- _____

3- _____ 4- _____

Signatures of ALL Adults/Guardians/Parents: 1- _____ 2- _____

3- _____ 4- _____

Date: _____

Please take a photo copy if you want a receipt.