

## **RELEASE OF LIABILITY AND WAIVER**

### **TWO BEAR THERAPEUTIC RIDING CENTER 501(c)3**

**WARNING AND NOTICE: By signing this document you may be waiving your legal right to a jury trial to hold Two Bear Therapeutic Riding Center 501(c)3 (the "Provider") and its affiliates legally responsible for any injuries or damages resulting from risks inherent in the activities undertaken or for any injuries or damages you may suffer due to the Provider's ordinary negligence that are the result of the Provider's failure to exercise reasonable care.**

It is the law of the State of Montana that a person is not liable for an injury to or death of a participant engaged in an equine activity resulting from risks inherent in equine activities if those risks are or should be reasonably obvious, expected or necessary to persons engaged in equine activities. (27-1- 725 to 27-1-727, MCA)

Participant acknowledges that he or she is aware that the risks inherent in equine activities are dangers or conditions that are an integral part of equine activities, including but not limited to 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; the unpredictability of an equine's reaction to such things as medication; sounds; sudden movement; and unfamiliar objects, persons, or other animal(s); hazards, such as surface and subsurface ground conditions; collisions with other equines or objects; and the potential of another participant to not maintain control over the equine or to not act within the range of the person's ability.

In addition, it is always possible that the Provider may be alleged to have contributed to any injury, such as by providing tack or equipment that caused the injury, failing to reasonably and prudently inspecting or maintaining the tack or equipment, failing to make reasonable and prudent efforts to determine the ability of the participant to safely engage in the equine activity and the participant's ability to safely manage the particular equine based on the participant's representations as to the participant's ability, or owning or leasing the land or facilities upon which the participant sustained injuries.

Participant is hereby warned that all riders should wear properly fitted and secured protective head gear (equestrian riding helmet), while mounting, riding, dismounting and being around horses. Such helmets may prevent or reduce severity of some head injuries and may even prevent death happening as a result of a fall or other occurrence.

#### **WITH FULL KNOWLEDGE OF THE RISKS AND OTHER CONSIDERATIONS IN UNDERTAKING THE ACTIVITIES CONTEMPLATED:**

Participant agrees to release and hold harmless the Provider, its managers, members and other affiliated parties from any liability to the full extent of applicable law in the event participant is injured in any activities in which participant is engaged.

Participant further agrees to waive any and all actions, claims or demands for damages (including any consequential and punitive damages), costs, loss of services, expenses (including attorneys fees) and compensation on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage which may result from any participation in the activities with the Provider. Such release and waiver shall extend to the property owners or lessees upon which the activities occur.

**THIS RELEASE AND WAIVER INCLUDES A RELEASE OF LIABILITY BASED ON ANY THEORY OF NEGLIGENCE TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHETHER THE RESULTING INJURY WAS FORESEEN OR UNFORESEEN.**

**PLEASE DO NOT SIGN THIS RELEASE OF LIABILITY AND WAIVER UNLESS YOU HAVE READ IT AND FULLY UNDERSTAND ITS CONTENTS.**

Date: \_\_\_\_\_

Participant's Name Printed: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_

**FOR PARTICIPANTS UNDER AGE 18 AT THE TIME OF PARTICIPATION:** This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above.

Name of Minor Printed: \_\_\_\_\_

Parent/Guardian Name Printed: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_