

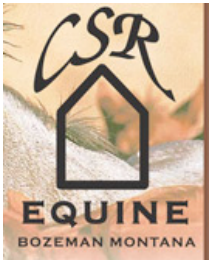
# Fundamentals of Horsemanship Festival



May 29 & 30  
Dillon, Mont.



AMERICAN  
QUARTER  
HORSE  
FOUNDATION



PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the services of University of Montana Western, American Quarter Horse Association, Le Cense Montana, Rimfire Ranch, Inc., and Jeff Griffith, their agents, owners, officers, directors, volunteers, participants, employees and all other people or entities acting in any capacity on behalf of University of Montana Western, American Quarter Horse Association, Le Cense Montana, Rimfire Ranch, Inc., and Jeff Griffith (hereinafter collectively referred to as the Festival Operators), I hereby agree to allow my child(ren) to participate in the Fundamentals of Horsemanship Festival and hereby release and discharge the Festival Operators on behalf of my child(ren) and myself, heirs, assigns, personal representatives and state as follows:

1. I ACKNOWLEDGE AND UNDERSTAND that all events, riding, and all other activities associated with the Fundamentals of Horsemanship Festival entail unknown and unanticipated risks that could result in physical or emotional injury, death, paralysis or other harms, to my child or children, myself, a custodian for the children, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities for which I and my children seek to participate in this event.

2. I ACKNOWLEDGE AND UNDERSTAND that the risks created by this activity exceeds the accepted safety of life at home or in our normal day.

3. WARNING: It is the law of the State of Montana that a person is not liable for damages sustained by another as a result of risks inherent in equine activities if those risks are or should be reasonably obvious, expected or necessary to persons engaged in equine activities.

I ACKNOWLEDGE, UNDERSTAND AND AGREE that I am aware that the risks inherent in equine activities involve dangers or conditions that are an integral part of equine activities, including but not limited to:

(a) the propensity of an equine to behave in ways that may result in injury or harm to or death of persons on or around the equine;

(b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, other animals, injury, fright, or medications;

(c) hazards such as surface and subsurface ground conditions, water conditions, unexpected and rapid weather changes, snakes, wild animals and other such conditions as may cause an equine to startle, bolt, stumble, fall, or act in an unpredictable or uncontrolled manner;

(d) collisions with other equines or objects;

(e) careless and negligent conduct or behavior of a third party, the potential of another participant to not maintain control over an equine or to not act within the range of the person's ability resulting in injury to myself, others or property;

(f) equipment failures, saddle slippage, entanglement in equipment, fences, gates or other structures;

(g) impact with the ground, fences, walls, or other solid structures, being kicked, stepped on, trampled, jolted, jarred, bounced, or entangled in ropes or riding gear, falls or painful crashes.

(h) injury to other animals and property.

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE FUNDAMENTALS OF HORSEMANSHIP FESTIVAL, I AGREE TO THE FOLLOWING WAIVER AND RELEASE ON BEHALF OF MY CHILD(REN) AND MYSELF:

I ACKNOWLEDGE, UNDERSTAND AND AGREE that participation in the Fundamentals of Horsemanship Festival involves inherent risks, hazards and dangers to anyone, including participants, observers or attendants, that cannot be anticipated or controlled in this type of recreational environment.

I ACKNOWLEDGE, UNDERSTAND AND AGREE that these risks, hazards, and dangers include without limitation:

Inherent risks involved in participation in and observation of equine activities, environmental hazards, inclement weather conditions and temperature extremes, exposure to the elements which may result in sunburn, dehydration, heat exhaustion, or cold injuries, terrain changes, encounters with snakes, rodents, insects and wild animals, vehicle accidents, careless or negligent conduct of third persons, exposure to allergens, inappropriate or negligent co-participant and other third-party behavior, and injury to animals.

VOLUNTARY PARTICIPATION: I AM VOLUNTARILY PARTICIPATING IN AND MY CHILD(REN) ARE VOLUNTARILY PARTICIPATING IN AND ATTENDING the Fundamentals of Horsemanship Festival with full knowledge of the inherent risks, hazards and dangers involved. No one is forcing me or my child(ren) to participate and I elect to allow my child(ren) to participate in spite of the risks and hereby assume and accept any and all risks of injury, death, paralysis and other harms.

SUPERVISION OF CHILD(REN): I ACKNOWLEDGE, UNDERSTAND AND AGREE that I am responsible for my own actions and the actions of my child(ren) and am in the best position to avoid and detect any hazards or foreseeable risks in my proximity, or the proximity of my child(ren) and that I am in the best position to avoid harm to myself and my child(ren). I FURTHER ACKNOWLEDGE, UNDERSTAND AND AGREE that, since my child(ren) is/are under the age of fourteen (14) I am responsible for the continued supervision of my child(ren) while attending the event. If I am not attending the Fundamentals of Horsemanship Festival, I have authorized my child(ren) to attend the Festival with another adult, who will provide supervision of my child(ren) in my absence. I have provided the

Festival Operators with the name and contact information of the person who will be attending the Festival and remaining there to supervise my child(ren).

MEDICAL EMERGENCIES, CARE AND TREATMENT: I ACKNOWLEDGE AND UNDERSTAND that this event is to be held in a location several miles from the nearest medical facility and immediate medical attention may not be available for an indeterminate period of time until emergency response crews and ambulances arrive. I acknowledge that I have insurance that will cover the costs of any emergency medical treatment or transport related to any injury or rescue provided on behalf of myself or my child(ren), and in the event I do not have such insurance coverage, I agree to bear the costs of such emergency medical treatment or transport for myself or my child(ren). I authorize the Festival Operators to release and share medical information for myself or my child(ren), which I may have provided them, with medical providers.

**DAMAGE OR LOSS OF PERSONAL PROPERTY:** All personal property brought to, or maintained within or upon the premises by or on behalf of myself or my child(ren) shall be at our sole risk. I ACKNOWLEDGE, UNDERSTAND AND AGREE that the Festival Operators shall not be liable for any damage to our property or for the loss of property sustained by us arising from any cause whatsoever, including but not limited to, damage from fire, water or weather related causes, rodents, Acts of God, and mysterious disappearances, the active or passive acts or omissions or negligence of the Festival Operators or third persons. I hereby release the Festival Operators from liability and waive all right of recovery against the Festival Operator for loss of property brought to, maintained or stored in or about the premises.

**DRUG AND ALCOHOL USE:** I ACKNOWLEDGE AND UNDERSTAND that drug and alcohol use is not endorsed, encouraged or promoted at the Festival. Any such drug or alcohol use which may occur is without the authorization of the Festival Operators.

I, FOR MYSELF AND MY CHILD(REN), MY HEIRS, SUCCESSORS, EXECUTORS AND ASSIGNS HEREBY KNOWINGLY AND WILLINGLY AGREE TO RELEASE, INDEMNIFY, ACQUIT AND FOREVER DISCHARGE AND HOLD HARMLESS THE FESTIVAL OPERATORS FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, COSTS, LOSS OF SERVICES, EXPENSES AND COMPENSATION ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, OR IN ANY WAY ARISING OUT OF PARTICIPATION OR ATTENDANCE AT THE FUNDAMENTALS OF HORSEMANSHIP FESTIVAL AND ANY AND ALL KNOWN AND UNKNOWN PERSONAL INJURY OR DAMAGE, WHICH MAY RESULT FROM MY OR MY CHILD(REN)'S INJURY, DEATH, PARALYSIS OR OTHER HARMS CAUSED BY THE ORDINARY NEGLIGENCE OF THE FESTIVAL OPERATORS.

I FURTHER AGREE TO RELEASE, INDEMNIFY, ACQUIT AND FOREVER DISCHARGE AND HOLD HARMLESS THE FESTIVAL OPERATORS FROM ANY PROPERTY DAMAGE OR LOSS TO PROPERTY WHICH I OR MY CHILD(REN) MAY BRING TO THE FESTIVAL.

**INTERPRETATION:** This Release shall be construed and enforced in accordance with the laws of the State of Montana. To the extent that any provision herein is inconsistent with Montana law, Montana law will control.

**CHOICE OF LAW:** Any action arising from participation in this Festival shall be brought in the State of Montana, Fifth Judicial District Court of Beaverhead County.

**SEVERABILITY:** I agree if any part, term or provision of this Agreement is held to be invalid, illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

**MERGER CLAUSE:** This documents contains the entire agreement between the parties.

Caution: Do not sign this release agreement unless you have read it and fully understand it.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.

I HAVE READ AND UNDERSTAND THIS RELEASE, AND I AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT PARTICIPATION IN ANY CAPACITY IN THE FUNDAMENTALS OF HORSEMANSHIP FESTIVAL WILL RESULT IN EXPOSURE TO CERTAIN INHERENT RISKS, HAZARDS AND DANGER, AND MAY RESULT IN SERIOUS INJURY, DEATH, LOSS OR DAMAGE TO PROPERTY OR OTHER HARMS AND I AGREE TO ASSUME THE LIABILITY FOR SUCH SERIOUS INJURY, DEATH, LOSS, DAMAGE OR OTHER HARMS. I AM NOT AT THE TIME OF SIGNING THIS DOCUMENT UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

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

Signature of Child (if over 14 years of age)

(Printed Name)

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

Signature of Child (if over 14 years of age)

(Printed Name)

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

Signature of Child (if over 14 years of age)

(Printed Name)

**PARENTAL ACKNOWLEDGMENT**

In consideration of allowing \_\_\_\_\_

\_\_\_\_\_ my child(ren) the opportunity to participate in the Fundamentals of Horsemanship Festival, I/we acknowledge, understand and agree that I/we have complete and absolute authority to bind, contract, and enter into agreements by and on behalf of the minor(s) subject to this release, and understand and acknowledge that the Festival Operators relies on this authority in allowing my child(ren) to participate in the Fundamentals of Horsemanship Festival.

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

Signature of Parent or Guardian if minor

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

Signature of Parent or Guardian if minor

By initially, I acknowledge that my student has permission to handle and be in direct contact with horses during this Festival.

--- (please initial) to accept

--- (please initial) to decline