

# Kip A. Fladland

## Waiver, Release, Assumption of Risk and Indemnity Agreement

### PLEASE READ CAREFULLY

### WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED.

In consideration for my being permitted to participate in the activities including but not limited to; working with on the ground and riding young un-started colts; working with on the ground and riding horses that have behavioral problems; in general working with on the ground or riding any horse, or any activities involving working with horses whether it be on the ground or horseback riding, along with the use of the property, animals, and facilities, including the use of \_\_\_\_\_ facility. I agree to the following Waiver and Release, Assumption of Risk and Indemnity Agreement:

I acknowledge that the above listed activities have inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a remote area. I realize that these risks, hazards, and dangers include without limitation:

1. The propensity of the animal to behave in ways that may result in injury, harm or death to person or those around them;
2. The unpredictability of the animal's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
3. Certain hazards such as surface or subsurface conditions;
4. Collision with other animals or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks cliffs, and other obstacles whether they are obvious, man-made or natural;
6. The risk of negligence (be it active or passive, by omission or commission) by Kip A. Fladland or his employees, agents, or representatives.

I understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with Kip A. Fladland. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe that I have good physical conditioning and a degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate despite the inherent risks. I AM VOLUNTARILY USING THE SERVICES OF KIP A. FLADLAND WITH FULL KNOWLEDGE OF THE INHERENT RISKS, DANGERS, AND HAZARDS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, OR DEATH.

I, for myself, my heirs, successors, executors, and subrogates, hereby agree to KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS, KIP A. FLADLAND, his agents, employees, representatives and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, those caused by negligence (be it active or passive, by omission or commission) of Kip A. Fladland, his employees, agents, representatives and volunteers, of any kind or nature, whether foreseen or unforeseen arising directly or indirectly out of any damage, loss, injury, or death to me or my property as a result of my engaging in these activities or the use of these services, animals, or equipment, whether such damage, loss, injury, or death results from negligence of Kip A. Fladland, or from any other cause whatsoever. I, for myself, my heirs, my successors, executors and subrogates further agree not to sue Kip A. Fladland as a result of any damage, loss, injury, or death suffered in connection with my use and participation in the activities of Kip A Fladland, even if some are caused, in whole or part by the negligence (be it active or passive, by omission or commission) of Kip A. Fladland.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

\_\_\_\_\_ (DATE)

\_\_\_\_\_ (PRINT NAME)

\_\_\_\_\_ (SIGNATURE)

\_\_\_\_\_ (COMPLETE ADDRESS & PHONE)

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