



WHITTS END RANCH



WAIVER OF LIABILITY

READ THIS DOCUMENT COMPLETELY BEFORE SIGING. ITS EFFECT IS TO RELEASE WHITTS END RANCH, BRIAN K WHITTAKER, FAMILY MEMBERS, FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE ACTIVITIES SET FORTH BELOW AND WAIVERS ALL CLAIMS FROM DAMAGES OR LOSSES AGAINST WHITTE END RANCH, BRIAN K. WHITTAKER, AND/OR FAMILY MEMBERS.

Brian K Whittaker DBA Whitts End Ranch, and/or family members, will not be held liable for any accident, injury, loss, damage, sickness to and/or death of a rider and/or participant in equine activities resulting from the inherent risks (permanently existing or a part of) of equine activities and/or to any damage to and/or loss of riders' personal property. I, the rider, and/or parent(s) and/or legal guardian(s), understand the risks involved in the equine sport, including, but not limiting to, the handling, grooming, saddling and unsaddling, and riding of horses. Rider, parent(s) and/or legal guardian(s), understand that there are risks, inherent and otherwise, involved with equine activities and released Brian K Whittaker DBA Whitts End Ranch, and/or family members, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death.

I, THE RIDER AND/OR PARTICIPANT, AM FULLY AWARE OF THE RISKS AND HAZARDS CONNECTED WITH THE PARTICIPATION IN EQUINE ACTIVITIES. I, THE RIDER AND/OR PARTICIPANT, VOLUNTARILY AGREE TO ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF LOSS, PERSONAL PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE RIDER OR PARTICIPANT INVOLVED IN OR ARISING FROM RIDER'S AND/OR PARTICIPANT'S USE OF OR PRESENCE ON THE PROPERTY AND FACILITIES WHERE THE EQUINE ACTIVITY IS BEING CONDUCTED. I, the rider and/or participant, elect to voluntarily participate in said equine activities or while on the premises where the equine activity is being conducted.

AGREE TO INDEMNIFY AND HOLD HARMLESS Brian K Whittaker DBA Whitts End Ranch, and/or family members, from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to participation in any equine activity. It is my expressed intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** Brian K Whittaker DBA Whitts End Ranch, and/or family members.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read and understood this Waiver of Liability and Hold Harmless Agreement, have had any explanation to the provisions contained within this Waiver explained upon request, understand it and sign it voluntarily as my free act and deed.

Rider/Participant's Signature Date

Parent/Guardian Date

Written Name

Address

Phone/Email _____ Newsletter – yes no

