

Last Name: \_\_\_\_\_

### Acknowledgement of Risk & Release

**BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING AND/OR AGREEMENT TO ITS TERMS**

In consideration of Two Rivers Vaulting Club their trustee, agents, owners, officers, volunteers, participants, employees, and all other persons or entities in any capacity acting on their behalf (herein after collectively referred to as "RELEASEE") allowing the undersigned to participate in equine related activities, I on behalf of myself, my children, parents, heirs, assigns, personal representatives and estate (herein collectively referred to as "RELEASOR") hereby agrees to release, discharge, hold harmless, defend and indemnify RELEASEE, as follows:

1. RELEASOR acknowledges that equestrian activity entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to RELEASOR, to property, or to third parties, RELEASOR understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: The propensity of an equine to behave in ways that may result in injury, sudden movement, from objects, persons, or other animals, certain hazards such as surface and subsurface conditions, collisions with other equines or objects, the potential of another participant or person to act in a negligent manner that may contribute to injury to RELEASOR or others, such as failing to maintain control over the animal, or not acting within his or her ability.

Furthermore, RELEASEE seeks safety, but RELEASEE is not infallible. RELEASEE might be ignorant of RELEASORS or participants fitness or abilities. RELEASEE might misjudge the weather, the elements, or the terrain. RELEASEE may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. RELEASOR expressly agrees to accept and assume all of the risks existing in equine-related activity. RELEASORS participation in this activity is purely voluntary, and RELEASOR elects to participate in spite of risks.
3. RELEASOR hereby voluntarily agrees to release, discharge, hold harmless, defend and indemnify RELEASEE from any and all claims, complaints, demands, or causes of action, for any injury or damage whatsoever which are in any way connected with RELEASORS participation in this activity or RELEASORS use of RELEASEES equipment, land, or facilities, including any such claims, complaints, demands, or causes of action which allege negligent acts or omissions of RELEASEE to the fullest extent under the law of the Commonwealth of Nebraska.
4. Should RELEASEE be required to incur attorney's fees and costs to enforce this agreement, RELEASOR agrees to hold them harmless and indemnify RELEASEE for all such fees and costs.
5. RELEASOR certifies the RELEASOR has adequate insurance to cover any injury or damage caused by or suffered while participating in any equine-related activity, or else RELEASOR agrees to bear the cost of such injury or damage to RELEASOR. RELEASOR further certifies that RELEASOR has no medical or physical condition which could interfere with RELEASORS safety in this activity or else. RELEASOR willing assumes and bears the cost of, all risks, known or anticipated, that may be created, directly or indirectly, by any such condition.

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6. RELEASEE acknowledges that the Nebraska law pursuant to equine activities can be found in sections 25-21,249 to 25-21,253.
7. By signing this document RELEASOR acknowledges that if anyone is hurt or property is damaged during RELEASORS participation in this activity, RELEASOR may be found by court of law to have waived any right to maintain a lawsuit against RELEASEE on the basis of any claim from which RELEASOR has released RELEASEE herein.
8. RELEASOR has had sufficient opportunity to read this entire document. RELEASOR has read and understood, and RELEASOR agrees to be bound by its terms.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

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

Email: \_\_\_\_\_

Signature of participant: \_\_\_\_\_

**In case of emergency please contact:**

Name: \_\_\_\_\_

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

**For Parents or Guardians**

(Must be completed for participants under the age of 18 or for participants who require a guardian)

In consideration of \_\_\_\_\_ (print minor's/participant's name) Being permitted by RELEASEE to participate in equine-related activities and to use RELEASEES equipment, land and facilities, I act as RELEASOR and agree on behalf of minor/participant to all the terms described above in this ACKNOWLEDGEMENT OF RISK AND RELEASE.

Signature of parent/guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

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

Email: \_\_\_\_\_

Signature of participant: \_\_\_\_\_