

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND IMDEMNITY  
AGREEMENT**

**READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS, BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD/CHILDREN ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASONS, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE OWNER, EMPLOYEE AND AGENTS (“THE RELEASES”)**

I, \_\_\_\_\_ on behalf of myself (and my minor child) \_\_\_\_\_

(Print First and Last Legal Name)

(Print Child’s Name)

I Reside at \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(Street Address)

(City)

(State)

(Zip)

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child, or our personal representatives, heirs, next-of-kin, spouses, and assigns, I HEREBY:

1. Acknowledge that a horse, pony, or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick,, jump obstacles, run, spook at people, bicycles, dogs, vehicles, horses or stationary objects, make unpredictable movements, step on a person’s feet, push or shove a person, or gear may loosen or break all of which may cause the rider to fall or be jolted, resulting in injury or death.
1. Acknowledge that horseback riding is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
2. Voluntarily assume the risk and danger of injury of death inherent in the use of the horse, equipment, and gear provided to me by Lakeside Trail Ride LLC.
3. Release, Discharge, and Promise Not To Sue- Lakeside Trail Ride LLC, doing business under its own name or any other name and/or any of its owners, officers, employees, and agents (hereinafter the “Releases”), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
4. Release the Releases from any claim that such Releases are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
5. Indemnify, and Save and Hold Harmless Lakeside Trail Ride LLC, instructors, its employees, and agents from and against any loss liability, damage or cost they may incur arising out of or in any

way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of wranglers or other instructors, employees or agents.

6. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Oklahoma and is intended to be as broad and inclusive as is permitted by Oklahoma Law (Ride At Your Own Risk), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Lakeside Trail Ride LLC or its owner, agents, employees, guides, instructors, or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by Lakeside Trail Ride LLC in defending such an action.
8. State that I am not pregnant and that I have no history of epileptic seizures, heart conditions or any other affliction, ailment or any other medical problem that could be affected by horseback riding.
9. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this agreement and sign below on the behalf of the minor.
10. I hereby give my permission and consent to the taking of photographs, videotapes, and other images of me, or the child, and agree that such images may be published and otherwise used by Lakeside Trail Ride, LLC, for advertising, promotion, publicity, or such other purpose as it deems appropriate without compensation to me or to the child.
11. I have read this entire Release of Liability Document. I understand it is a promise not to sue and release Lakeside Trail Ride LLC, its owners, instructors, employees, wranglers, and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Release allowing me or my child to ride or handle a horse. I have concluded that the risk involved and the release and waiver of liability is worth the pleasure of horseback riding experience.
12. IT IS RECOMMENDED THAT CHILDREN AND ALL RIDERS WEAR PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILDS SAFETY.

I (and for my child) decline to wear a helmet (Please initial here):\_\_\_\_\_.

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

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

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

**RESTRICTIONS- WE CAN'T ALLOW ALCHOHOL BEVERAGES, E-CIGARRATES, OR SMOKING ON ANY RIDES DUE TO THE NATURE OF THE COUNTRY SIDE. WE WANT YOUR RIDES TO BE MEMORABLE AND SAFETY IS OUR KEY CONCERN.**