



BuckMann Farm



Tara Buckbee
Dave Dobbelmann

Established 2008

LIABILITY WAIVER

Please read carefully and sign:

This **RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT** is voluntary and knowingly entered into by _____, hereinafter referred to as the **PARTICIPANT**, and Tara Buckbee, David Dobbelmann and BuckMann Farm, hereinafter collectively referred to as **THE FARM**.

This document is a full release and indemnity agreement whereby the participant is releasing and indemnifying the farm from inherent risks, known and unknown involving various recreational activities including, but not limited to, horses and horse oriented activities and further releasing the farm from negligence, such results including, but not limited to, property damage, bodily and personal injury, illness, paralysis or death. Participant further acknowledges that the behavior of any animal is contingent to some extent upon the ability of participant. Participant assumes all risks therefore and warrants a full and fair disclosure of his/her abilities has been made to the farm.

Participant acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Participant assumes all risks in connection therewith, and expressly waives any claims for injury or loss arising from. Participant agrees to abide by and follow the farm's rules and regulations. Participant expressly releases the farm from any and all claims for personal injury or property loss or damage, even if caused by negligence (if allowed by laws of this state) by the farm or its representatives, agents or employees. The participant agrees to assume any and all risks involved in or arising out of use of the farm's livestock, either on the premises or off premises.

Participant will be engaged in activities involving horses. Participant is informed and understands:

1. That there are significant risks and dangers involved with horses and horseback riding, and that horses are powerful and potentially dangerous animals;
2. That a horse may, at any time, without warning and for no reason, jump up, forward, backward and sideways;
3. That a horse may become uncontrollable, run wildly, buck, bite, kick, rear up or step on feet or other body parts without warning;
4. Horses become tired, stressed, and cantankerous and their behavior is unpredictable;
5. A horse may trip, stumble, and/or fall when being led, ridden or otherwise attended to;



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- 6. That weather, terrain, other animals and/or people and other participants may adversely affect horse's behavior;
- 7. That these risks, and others, are inherent with horse and other activities which risks may not be anticipated, controlled or eliminated by the participant and further, the farm has no duty to do so;
- 8. That these risks and activities in general can cause property damage, bodily injury, illness, paralysis and death to you and your family;
- 9. That the farm and / or other people may, on occasion, be negligent (negligent meaning, generally, a failure to exercise ordinary or reasonable caution) in their duties and responsibilities to participant and this negligence can cause property damage, bodily and personal injury, illness, paralysis and death to you or members of your family;
- 10. That the horseback riding activities and other activities could sometimes be in wilderness areas and otherwise remote areas, and that bodily injury, illness, paralysis and other injuries may occur to you where you are a considerable distance from doctors, hospitals, and any other types of medical help or assistance.

Participant, or the participant's guardian if under 18, agrees to hold harmless, indemnify and defend management against any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees.

PARTICIPANT SIGNATURE

DATE

For participant's who are under 18 years of age, I hereby assume full responsibility for all liabilities of the above named participant (s).

GUARDIAN'S SIGNATURE

DATE

I HAVE CHOSEN TO, OR HAVE AUTHORIZED MY MINOR CHILD TO RIDE WITHOUT A SAFETY HELMET. I AM AWARE OF, AND HAVE BEEN ADVISED OF THE INHERENT RISKS ASSOCIATED WITH RIDING WITHOUT THE PROTECTION OF A HELMET, AND RELEASE BUCKMANN FARM (THE FARM) OF ANY NEGLIGENCE PERTAINING TO THE LACK OF A HELMET.

PARTICIPANT OR GUARDIAN'S SIGNATURE

DATE