

Raintree Equestrian Center, LLC

GENERAL ACTIVITY RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

This document waives important legal rights. Read it carefully before signing.

I AGREE for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in any Raintree Equestrian Center, LLC activity to the following:

I AGREE that I choose to participate voluntarily in any Raintree Equestrian Center, LLC activities, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and Raintree Equestrian Center, LLC activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which means a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- ⑩ The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
 - ⑩ The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
 - ⑩ Hazards, including, but not limited to, surface or subsurface conditions;
 - ⑩ A collision with another equine, another animal, a person, or an object;
 - ⑩ The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I AGREE to release Raintree Equestrian Center, LLC, its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of Raintree Equestrian Center, LLC or the Raintree Equestrian Center, LLC activity.

I AGREE to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of Raintree Equestrian Center, LLC or the Raintree Equestrian Center, LLC activity, and specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which I or my child participates in a Raintree Equestrian Center, LLC activity. A true copy for all state statutes in effect at the time of the execution of this agreement is attached hereto and incorporated herein by reference as if set out fully in the text of this document.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) Raintree Equestrian Center, LLC and the Raintree Equestrian Center, LLC activity and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in the Raintree Equestrian Center, LLC activity.

I AGREE that neither I, nor any one claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against Raintree Equestrian Center, LLC, its successors or assigns, for, on account of, arising out of, or in any way connected with any Harm to me or my horse, and that neither I, nor any one claiming though me, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or any one claiming though me, may now have or hereafter assert, in any way connected with claims for Harm to me or my horse, and for claims made by others for any Harms caused by me or my horse at the Raintree Equestrian Center, LLC activity.

I AGREE this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.

I AGREE that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

In the event this form is signed by the parent/guardian of a child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and child.

By signing below, I **AGREE** to be bound by all applicable Raintree Equestrian Center, LLC rules and all terms and provisions of the Raintree Equestrian Center, LLC activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to Raintree Equestrian Center, LLC that I fully understand its contents, that I do not need any further explanation, and I waive any further explanation.

Warning - Under Mississippi law, an equine activity or equine sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.

Original Signature of Participant

Date

**Original Signature of Parent(s) or Legal Guardian(s)
(If participant is a minor)**

Date

