

**EQUINE RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Name: _____
Address: _____
Telephone: _____

I hereby enter into this agreement in consideration of my / ability and permission to ride OR use any Horse owned by
Big Sky Shires & Equine Services (Name of Stable Facility or Owner) (“Owner”)
Whose address is 285 Hwy 200 S. Glendive Montana 59330.

IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER’S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT (Name of Stable, Facility or Owner) Big Sky Shires & Equine Services, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR (Name of Stable, Facility or Owner) Big Sky Shires & Equine Services.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, including but not limited to:

- **Bites, kicks, abrasions or contusions from horses.**
- **Being thrown or bucked off by horses.**
- **Scratches or other injury from stalls or enclosures.**
- **Scratches or other injury from grooming tools and other equine equipment and tack.**
- **Allergic reactions to animals, hay, or other allergens.**
- **Tripping in holes or on materials or equipment.**

(Initial) _____

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- **Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.**

I hereby specifically forever waive and release (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services** and its principals and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services**, its principals and agents.

(Initial) _____

Except in the event of this stable's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against this stable for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of this stable, [including] while riding, handling, or otherwise being near horses owned by or in the care, custody and control of this stable."

(Initial): _____

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services**, there will not be a nurse on the premises and (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services** and its principals and agents bear no responsibility for my health or medical care.

I agree to indemnify, save and hold harmless (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services** and its principals and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services** or any acts or omissions of (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services** principals or agents.

By signing this Agreement, and by initialing the paragraph below, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services**, without restriction, without liability to (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services**, its principals or agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

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(Initial) _____

If I am present at and participate in the activities of (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services** I do so at my own risk, and I hereby acknowledge and agree that (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services** and/or any of its principals and agents shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at (Name of Stable, Facility or Owner) **Big Sky Shires & Equine Services**.

Name: _____ Date: _____

Participant's Signature: _____