

**WHISPERING PINES HORSE RANCH**  
**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Name of Participant: \_\_\_\_\_

Name of Parent/Guardian (if participant is a minor): \_\_\_\_\_

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

Telephone: \_\_\_\_\_

I (we) hereby knowingly and voluntarily enter into this Release, Waiver and Agreement in consideration of the participant's ability and permission to ride OR use any Horse AND/OR participation in any equine or ANY other activities at Whispering Pines Horse Ranch LLC.

**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 ANY HORSE AND/OR PARTICIPATION IN EQUINE OR ANY OTHER ACTIVITIES WHILE AT WHISPERING PINES HORSE RANCH LLC, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR WHISPERING PINES HORSE RANCH LLC.**

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

By signing this form, I (we) hereby acknowledge on behalf of myself (ourselves) that I (we) have familiarized myself (ourselves) with the activities that I (we) will be allowed to participate in, and that I (we) do hereby acknowledge and agree that I (we) will participate in these activities without restriction or limitation.

I (we) 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 grooming tools and other equine equipment and tack.
- Allergic reactions to animals, hay, or other allergens.
- Tripping in holes or on materials or equipment.
- 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 (we) acknowledge that this is not a complete list of all possible risks associated with the use of the facilities, and I (we) agree that said list in no way limits the extent or reach of this Release.

I (we) hereby specifically forever release Whispering Pines Horse Ranch LLC, and its owners, members, trainers, instructors, associates 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 or any other activities on property, as well as from the active negligence of Whispering Pines Horse Ranch LLC, and its owners, members, trainers, instructors, associates and agents, and I (we) hereby waive any and all claims against them that may potentially arise from my (our) participation. I (we) voluntarily assume all such risks with full knowledge and appreciation of the danger and risk involved.

This Release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Whispering Pines Horse Ranch LLC, and its owners, members, trainers, instructors, associates and agents.

By signing this agreement I (we) hereby acknowledge that while there may be supervision during my (our) time spent at Whispering Pines Horse Ranch LLC, there will not be professional medical care (e.g. nurses, paramedics, therapists or other medical professionals) on the premises and Whispering Pines Horse Ranch LLC and its owners, members, trainers, instructors, associates and agents bear no responsibility for my (our) health or medical care.

I (we) agree to indemnify, save and hold harmless Whispering Pines Horse Ranch LLC, and its owners, members, trainers, instructors, associates 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 (our) presence or participation at Whispering Pines Horse Ranch LLC or any acts or omissions of Whispering Pines Horse Ranch LLC and its owners, members, trainers, instructors, associates and agents.

If I (we) am (are) present at and participate in the activities of Whispering Pines Horse Ranch LLC, I (we) do so at my (our) own risk, and I (we) hereby acknowledge and agree that Whispering Pines Horse Ranch LLC, its owners, members, trainers, instructors, associates and agents shall bear no responsibility or risk associated with injuries that could arise from my (our) presence or participation at Whispering Pines Horse Ranch LLC.

By signing this document, I (we) hereby acknowledge my (our) complete understanding, agreement and consent to my (our) presence and/or participation in the activities at Whispering Pines Horse Ranch LLC, without restriction, without liability to Whispering Pines Horse Ranch LLC and its owners, members, trainers, instructors, associates and agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein. This Release shall be effective and binding upon me (us) and upon my (our) assigns, heirs, representatives, executors and administrators.

Participant's Printed Name: \_\_\_\_\_

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

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

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR If the participant is under the age of eighteen (18) years, this Release must be signed by the parent/guardian of the minor, and I hereby agree to indemnify and hold harmless Whispering Pines Horse Ranch LLC and the other released parties in the event a member of my family pursues a claim against Whispering Pines Horse Ranch LLC or the other parties released.

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms and provisions set forth in this document.

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

Relationship: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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