

# Waiver of Liability Agreement

## Careywood Creek Ranch

THIS AGREEMENT ("Agreement") is made between the Careywood Creek Ranch, owned, and operated by Tom and Robin Harris, as well as Rachel and Lucas Reid hereinafter referred to as "Managers" and

\_\_\_\_\_, hereinafter referred to as "Rider". Collectively, both  
(Rider Name)  
entities may be referred to as "Parties".

In conformance with *Idaho Code* §6-1801 – 1802 also known as *Equine Activities Immunity Act*. All acts participated in on the premises of Managers shall be considered "Equine Activity", additionally Managers and all agents of Managers shall be considered both "Equine Activity Sponsors" and "Equine Professionals". Rider shall be construed to be a "Participant" so as to take full protection of the above stated Act.

For valuable consideration received, and in return for the use, today and on all future dates of the property, facilities and service of Manager, Rider, Rider's heirs and assigns, and representatives, hereby agree as follows:

1. **Waiver.** Rider on behalf of themselves, their heirs, executors, administrators, assigns, or personal representatives (which terms shall also include Riders parents or guardian if Rider is under eighteen (18) years of age), knowingly and voluntarily enter into this Waiver and Release of Liability and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and.

Rider releases and forever holds harmless Managers, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any physical or psychological injury that may be suffered as a direct result of Riders participation in the aforementioned activity.

**RIDER HEREBY ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. Rider expressly agrees to release and discharge Manager and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns from any and all claims or causes of action and Rider agrees to voluntarily give up or waive any right that they may otherwise have to bring a legal action against Managers for personal injury or property damage.**

Rider/Guardian Initials \_\_\_\_\_

2. **Indemnity.** Furthermore, Rider agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgements,

orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from, or be in any way connected with rider's use of, or presence upon the property of Manager and the facilities located thereon.

3. **Healthy Animals.** In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmitted diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to manager to be in good health or is deemed dangerous or undesirable.
4. **Tack and Equipment.** If Rider(s) make use of any tack, equipment or supplies belonging to Managers, Rider acknowledges that they have taken the time to inspect said tack, equipment or supplies to ensure its proper condition and safety. Furthermore, Rider releases Managers from any and all liability arising from the failure of any tack, equipment or supplies provided to Rider.
5. **Time Limitation.** Any action brought under this Agreement shall be brought within one (1) year of the incident or accident, giving rise to said claim.
6. **Waiver Validity.** Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspects to exist at the time of executing said release.
7. **Severability.** If any part of this Waiver of Liability Agreement shall be held or found to be invalid by a court, decision, statute, or rule, or shall otherwise be rendered invalid, the remainder of this Agreement shall not be affected thereby.
8. **Forum.** Parties agree that any litigation under this Agreement shall be governed by Idaho Law, without regard to any conflict of law principles.
9. **Timeframe.** This Agreement shall last in perpetuity for all times that rider is invited to Manager's facility, by oral invitation or participation in public events and activities, unless revoked in writing by either party at any time.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

Rider/Guardian Initials \_\_\_\_\_

Signatures.

**Managers Signature:**



**Printed name:** Lucas Reid

Agent of Careywood Creek Ranch

**Riders Signature:**

**Printed name:** \_\_\_\_\_

Rider or Riders Legal Guardian