**Sonrise Stables Partnership**
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT YOU (AND YOUR CHILD OR DEPENDENT) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE STABLE, ITS OWNER, EMPLOEES AND AGENTS (“THE RELEASEES”). THE “RELEASEES” INCLUDE BUT ARE NOT LIMITED TO DMB EQUINE LLC, LINDSEY VANDER WOUDE LLC, MELISSA BUFFINGTON, DANIEL BUFFINGTON, LINDSAY VANDER WOUDE, LINDA KEELY, LORI HEDLUND, OR HEDLUND DRESSAGE. The Oklahoma Livestock Activities Liability Limitation Act provides that a livestock activity sponsor, a participant or a livestock professional acting in good faith and pursuant to the standards of the livestock industry shall not be liable for injuries to any person engaged in livestock activities when such injuries result from the inherent risks of livestock activities. Oklahoma also has a unique provision that explicitly states that two or more persons may agree in writing to extend the waiver of liability pursuant to the provisions of the Oklahoma Livestock Activities Liability Limitation Act (Citation OK ST T.76, 50.1).**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of myself and/or my minor child \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reside at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Inconsideration for allowing me (or my minor child) to handle and ride a horse on behalf of myself, my child, or our personal representatives, heirs, net-of-kin, spouses, and assigns, I HEREBY:

1. **ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
2. Voluntarily assume the risk and danger or injury or death inherent in the handling and riding of the horse and use of saddles, bridles, equipment and gear provided to me by Releasees.
3. Release, discharge and promise not to sue the Releasees for any loss, damage, injury (including death) or cost to my or my child’s person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Releasees.
4. Release the Releasees from any claim that such Releasees were negligent in connection with my or my child’s riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, instruction or riding skills or leading and supervising riders, which resulted in low, damage, injury or both.
5. Indemnify and save and hold harmless the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child’s handling or riding of the horse and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.
6. Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Oklahoma and is intended to be as broad and inclusive as is permitted by Oklahoma law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, I will ay all attorneys’ fees and costs incurred by the Releasees in defending such an action
8. IT IS REQUIRED THAT I, MY CHILD AND ALL RIDERS WEAR A PROTECTIVE HELMET
9. If the person who is to enter into this agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.

**I have read this document. I understand it is a promise not to sue and to release the stable and its owners, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.**

**Date:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature

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Phone Email**