



RELEASE AND WAIVER OF LIABILITY ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

YOU ARE RELEASING IMPORTANT AND VALUABLE RIGHTS BY SIGNING THIS AGREEMENT AND IT IS CRITICAL THAT YOU READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT. BY SIGNING YOU ARE STATING THAT YOU UNDERSTAND THE TERMS AND CONDITIONS.

I, the undersigned, in consideration for the right to participate in activities at 406 Arena, L.L.C. do hereby knowingly and voluntarily execute this Agreement made on behalf of myself and any of my minor children, agents, personal representatives, executors, administrators, dependents, descendants, heirs, beneficiaries, successors, and assigns under these terms.

I hereby agree to the following:

- 1. I acknowledge there are risks inherent in participating in and being around equine activities. These inherent risks are dangers or conditions that are an integral part of equine activities, and they include but are not limited to:
a. The propensity of an equine to behave in ways that may result in injury or harm to or the death of persons on or around the equine;
b. The unpredictability of an equine's reaction to such things as medication; sounds; sudden movement; and unfamiliar objects, persons, or other animals;
c. Hazards, such as surface and subsurface ground conditions;
d. Collisions with other equines or objects; and
e. The potential of another participant to not maintain control over the equine or to not act within the person's ability.
2. I expressly assume the risk and legal responsibility for injury, loss, or damage to me, my minor children, or my property that results from participation in equine activities or presence around equine activities. I agree to assume full responsibility for the risks identified herein as well as those risks not specifically identified. I expressly assume full responsibility for property damage and personal injury or accidents of every type and degree and any resulting expenses.
3. I agree to release 406 Arena, L.L.C. and its principals, agents, owners, employees, and volunteers (collectively, "406 Arena") from any and all liability and waive any claim for damages arising from risks inherent in equine activities, as well as the ordinary negligence of 406 Arena.
4. I agree to indemnify and hold 406 Arena harmless from and defend 406 Arena against any and all liabilities, loss, damage, actions, lawsuits, or other claims arising out of or in any way connected with my use of 406 Arena's area or facilities, my activities at 406 Arena, or my presence at 406 Arena. I agree to pay any and all costs, including reasonable attorney fees, associated with 406 Arena defending such claims which may arise out of or in any way connected with my use of 406 Arena's area or facilities, my activities at 406 Arena, or my presence at 406 Arena. This shall be broadly construed so that no exceptions or exclusions are implied.
5. If any term of this Agreement should be declared unenforceable, the remainder of this Agreement shall remain in full force and effect.

I HAVE READ, UNDERSTOOD, AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN.

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

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

Name of Minor Child (if applicable): \_\_\_\_\_

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

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