

**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 ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF SALT CREEK WRANGLERS, ITS BOARD MEMBERS, OFFICERS, VOLUNTEERS, AND AGENTS ("THE RELEASEES").

I, _____ on behalf of myself (and my minor child) _____
(Print First and Last Name) (Print Child's Name)
I Reside at _____ in _____, _____, _____
(Street Address) (City) (State) (Zip)

In consideration for allowing me (or my minor child) to handle and ride a horse at Salt Creek Wranglers events, and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. **Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, or that saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.**
2. **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 and past performance.**
3. **Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and the facilities provided by Salt Creek Wranglers.**
4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** Salt Creek Wranglers, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property on Salt Creek Wranglers property or at any Salt Creek Wranglers event.
5. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** Salt Creek Wranglers, its officers and agents from and against any loss, liability, damage or cost they may incur arising out of, or in any way connected with either my use of a horse and any equipment of gear provided therewith.
6. **The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Nebraska and is intended to be as broad and inclusive as is permitted by Nebraska Law (NEB. REV. STAT. §25-21253 et seq.) (RIDE AT YOUR OWN RISK), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of 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 Salt Creek Wranglers or its officers, agents, employees, guides or volunteers for any injury or damage in breach of this contract, the undersigned will pay all attorney's fees and costs incurred by Salt Creek Wranglers in defending such an action.
8. **State that I am not now pregnant** and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.
9. **ACKNOWLEDGE THAT IT IS RECOMMENDED THAT MY CHILD AND ALL RIDERS WEAR PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.**

I (and for my child) decline to wear a protective helmet (please initial here): _____
10. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

I have read this entire Release of Liability document. I understand it is a promise not to sue and to release Salt Creek Wranglers, its officers, employees and agents from 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 release and waiver of liability is worth the pleasure of the horseback riding experience.

(Date)

(Signature)