

**Participant Agreement,
Release and Assumption of
Risk
GENERAL RELEASE**

**THIS RELEASE AND DISCHARGE, ACCEPTANCE OF RESPONSIBILITY AND
ACKNOWLEDGEMENT OF RISKS (“RELEASE”) AFFECTS YOUR LEGAL RIGHTS.
YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING IT.**

In consideration of the use of horses, equipment and the opportunity to interact with and ride horses, I hereby release and forever discharge Crystal Borstad, Alaska Youth Equestrian Club, officers, directors, governors, members, employees, volunteers, servants, agents and all affiliates who host or sponsor any events and or horse boarding/horse riding/lessons/clinics or any other events involving the horses or other livestock that has any affiliation with Crystal Borstad or any other facility/organization utilized for the purposes stated herein. This release is a general release releasing Crystal Borstad and their successors from any/all liability foreseen and unforeseen that may arise from your participation in any event involving horses on the premises or in any other arena or property utilized for horse clinics, lessons, or other equine events for which I have freely agreed to participate in.

This release is a full release from all liability associated with any injuries or damages of any kind whatsoever, including without limitation, claims of negligence of the released parties that may or could result from your participation in any event held by Crystal Borstad other equine facility or trail to include, but not limited to, the use of any of the horses and/or equipment whether owned, maintained, supplied or provided directly or indirectly.

This general release covers and includes, but is not limited to all known, unknown, unforeseen, or unanticipated claims, injuries, damages and losses or any consequences thereof.

I acknowledge that equine sports have inherent risks. Those inherent risks include but are not limited to horses bucking, kicking, biting and throwing riders. Horses are large animals and by their very nature can be extremely dangerous and have been known to lame and even cause death to riders. Additional injuries have also arisen from the malfunction of tack including saddles not properly secured, bridles that break and bits and other gear/equipment that fracture and becomes worn and fail. All of these things can and do contribute to the inherent risk of equine sports. I acknowledge that participation and training of riding horses can lead to accidents, injuries and even death. I fully acknowledge all of these risks and further assert that I acknowledge that these risks can and may lead to permanent and life-threatening injuries and even death.

I have also been advised that safety gear is an added level of protection from injuries, but that no safety gear exists that will guarantee that serious and permanent injuries will not result in my participation of this sport. I have been strongly advised to procure safety gear for this sport. Given all of these factors, I still agree to release the parties and entities stated above from any and all liability for any/all injuries that may occur in to from my/our or my minor child's participation in this activity. I have been given notice that all minors will ride with an approved equine helmet supplied by the participant, all participants will have the appropriate footwear, no drugs or alcohol will be allowed on the premises by any participant or spectator at any time.

After considering the risks and fully acknowledging the potential consequences of these risks, I elect to participate in this event knowing fully that in the event of injury to myself or my child(ren), all damages, if any, will be at my own peril. I agree to hold harmless and indemnify Crystal Borstad and all other entities/individuals listed above from all claims, demands, suits, and damages of any kind resulting from injuries even if those injuries are permanent or life threatening. Being fully informed, I/we freely waive all

of my legal rights to demand and/or sue for damages or to bring claims of any kind for which absent this release I may legally be entitled as a matter of law to bring and maintain. I further acknowledge that I am giving up a legal right and all legal remedies that I may be entitled to.

I also acknowledge that I do not have the right to legally sign off on the legal right of my ward and/or children. Therefore, in the event that my ward and/or children are injured and are entitled as a matter of law to an award of damages for negligence of any kind, in this event, I agree to hold harmless and indemnify Crystal Borstad and all other individuals/entities listed above from all claims, suits, judgments of any kind whosoever situated for any damages arising from my ward/child's participation in any equine events to include but not limited to play days, lessons, trail rides, shows. I accept full legal responsibility for any claims of liability and incurred costs associated with any claims/suits that may be brought by or on behalf of me and or my ward and/or child including but not limited to all judgments, litigation costs and attorney fees including any and all defense costs and court fees.

By signing this document, I affirm and assert that I have read and understand this release and freely execute this document acknowledging that I have received a copy of said release. I shall hold the Owner harmless for any injury to persons, death or damages to any property caused by the leased horse, per Alaska Senate Bill No 176, Sec 09.65.145

I further assert that I have my own liability/accidental insurance coverage and that I accept all of the terms set forth above on my behalf and on behalf of my ward and/or children.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE RELEASE AND THAT I UNDERSTAND IT COMPLETELY AND THAT I AGREE TO BE BOUND BY ITS TERMS.

SIGNATURE OF PARTICIPANT and PARENT/GUARDIAN (IF PARTICIPANT IS UNDERAGE OF 18)

Date: _____

Participant Name (print clearly) _____

Participant Signature: _____

Phone: _____ E-mail address _____

Address: _____

Minor – If Participant is under 18:

Parent Name (print clearly) _____

Parent Signature _____

1. Emergency Contact Name _____ Phone Number _____

2. Emergency Contact Name _____ Phone Number _____