RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (COLLECTIVELY REFERRED TO AS THE 'AGREEMENT')

PLEASE 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 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 RED OAKS, LLC; ITS OWNERS, EMPLOYEE AND AGENTS ("THE RELEASEES").

I,

_____

Please print first and last name

and on behalf of myself (and my minor child)

_____

Please print child's full name

enter into this Agreement. I and my child currently reside at:

_____

Address

In consideration for Red Oaks LLC ("the Stable") allowing me (and my minor child) to be around, handle, and/or ride a horse 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, pony, 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, 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 gear provided to me by the Stable.
4. RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Stable, and/or any of its members, managers, employees and agents (hereinafter the "Releasees"), for any loss, costs, expenses, damages, wages or any other cost whatsoever arising out of or related to any injury (including death) to my person or property.
5. COVENANT NOT TO SUE the Stable in connection with any claim that the Stable was negligent in assessing my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
6. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable, its members, managers, instructors, employees 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 the horse and any equipment of gear provided therewith or any acts or omissions of handlers or other employees or agents.
7. The Undersigned expressly agrees that the foregoing Agreement is governed by the State of Indiana and is intended to be as broad and inclusive as is permitted by Indiana Law (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.

8. Acknowledge that this document is a binding contract and I intend to be bound by it. I agree that if a lawsuit is filed against the Stable or its members, managers, agents, employees, guides or handlers for any injury or damage in violation of this contract, I will pay all attorney's fees and costs incurred by the Stable in defending such an action.
9. State that my child has no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.
10. IT IS REQUIRED THAT MY CHILD WEAR A PROTECTIVE HELMET IF THEY ARE UNDER THE AGE OF 13. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY CHILD'S SAFETY.
11. 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 Agreement. I understand it is a promise not to sue and to release the stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Agreement 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 Agreement is worth the pleasure of the horseback riding experience.

Signature	Signed Date (MM/DD/YYYY)
Full Name	Relationship to child