

**This Agreement** is made between the undersigned participant ("Rider") and Jaxson's Western Horse Ranch ("Provider").

**WHEREAS**, the Rider desires to engage in horseback riding activities and related activities provided by the Provider at the above-stated location.

**NOW, THEREFORE**, the parties agree as follows:

### **1. Assumption of Risk**

Rider acknowledges and understands that horseback riding is a physically demanding activity that carries inherent risks, including but not limited to: injury, death, or damage to property caused by the horse's behavior, Rider's own actions, or the condition of the property and equipment. Rider agrees to assume all risks associated with horseback riding.

### **2. Release of Liability**

In consideration of being allowed to participate in horseback riding and related activities, Rider, on behalf of themselves, their heirs, executors, administrators, and assigns, hereby releases, waives, discharges, and agrees to hold harmless Jaxson's Western Horse Ranch its owners, employees, agents, and representatives from any and all liability for any injury, death, or damage to property that may occur as a result of participating in the horseback riding activities, whether caused by negligence or otherwise.

### **3. Medical Care**

Rider agrees to seek medical attention at their own expense should they be injured during horseback riding. Rider further agrees to notify the Provider of any pre-existing medical conditions that may affect their ability to safely participate in the activity.

### **4. Insurance**

Rider is responsible for carrying any medical insurance that may cover any injuries or damages sustained during horseback riding. The Provider does not offer medical insurance for riders.

### **5. Compliance with Rules and Instructions**

Rider agrees to abide by all safety rules, instructions, and guidelines provided by the Provider. Rider agrees to follow all instructions given by the Provider's staff and understands that failure to do so may result in termination of their participation in the horseback riding activities without refund.

### **6. Indemnification**

Rider agrees to indemnify and hold harmless the Provider from any claims, suits, or damages arising out of Rider's actions during the horseback riding activities, including but not limited to claims from other participants or third parties.

### **7. No Alcohol or Drugs**

Rider agrees not to consume alcohol, drugs, or other intoxicants before or during horseback riding. Any person found to be under the influence of such substances will be removed from the activity and will not receive a refund.

#### **8. Governing Law**

This waiver shall be governed by and construed in accordance with the laws of the State of North Carolina.

#### **9. Duration of Waiver**

This waiver, release, and indemnity agreement shall remain in effect indefinitely for all horseback riding activities with Jaxson's Western Horse Ranch, including future activities, unless specifically revoked in writing by the undersigned participant. Rider acknowledges and agrees that this release applies to all present and future horseback riding activities, events, and related activities offered by the Provider.

#### **10. Acknowledgment of Understanding**

By signing this Agreement, Rider acknowledges that they have read and fully understand the terms and conditions outlined above. Rider affirms that they are signing this waiver voluntarily and without coercion, and that they are aware of the risks involved in horseback riding.

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Rider's Name (Printed): \_\_\_\_\_

Rider's Signature (Parent/Guardian if under 18): \_\_\_\_\_

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