



**2022 RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND IMDEMNITY 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 Hood's Western Adventures; IT'S OWNERS, EMPLOYEES AND AGENTS (Owen and Kailey Hood "THE RELEASEES").**

I, \_\_\_\_\_ on behalf of myself (and my minor child(ren))

\_\_\_\_\_  
\_\_\_\_\_

Emergency Contact # \_\_\_\_\_

In consideration for allowing me (and or my minor(s)) to handle and 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 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, spook at wildlife – all of which may cause the rider to fall or be jolted, resulting in serious injury or death. I also acknowledge the mountains pose risks such as changing weather, wildlife, rough terrain, and other dangers.
2. ACKNOWLEDGE THAT HORSEBACK RIDING ANYWHERE 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, property and gear provided to me by Hood's Western Adventures, hereinafter referred to as "HWA."
4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE HWA, 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.
5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with 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 HWA, instructors, its employees and agents ("The releasees") 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 there with or any acts or omissions of wranglers or other employees or agents.

7. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Montana and is intended to be as broad and inclusive as is permitted by Montana Law (RIDE AT YOUR OWN RISK), (Montana Equine Liability Statute) 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 contract and agree that if a lawsuit is filed against HWA or its owner, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by HWA in defending such an action.

9. 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. I am not Allergic to horses or sign that I have taken the necessary precautions to prevent a reaction. State that I am not under the influence of drugs or alcohol that could impair my judgment, mobility, motor skills.

10. IT IS REQUIRED THAT MY CHILD (under the age of 18) AND RECOMMENDED ALL RIDERS WEAR PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN SAFETY.

I decline to wear a helmet (please initial here): \_\_\_\_\_.

11. I Hereby state that I am a:

\_\_\_\_\_ Beginner/Amateur Rider

\_\_\_\_\_ Intermediate Rider

\_\_\_\_\_ Advanced/Professional Rider

12. 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 HWA, It's owners, employees and agents for 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 risks involved, and the release and waiver of liability is worth the pleasure of horseback riding experience.

13. \_\_\_\_\_ I give my consent for Hood's Western adventures to use photos of myself or those with me (if minor) that may be taken on the ride to use for advertising, social media, public posts.

\_\_\_\_\_ I Do Not give Hoods Western Adventures consent to use my photos or those accompanying me (If minor) For the above statement.

**13. By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.**

Signature \_\_\_\_\_

Date \_\_\_\_\_