

## GENERAL RELEASE AND INDEMNIFICATION

THIS GENERAL RELEASE AND INDEMNIFICATION is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ (the “Releasor”) (must be a parent or legal guardian of any minor or incapacitated Participant described below), for the benefit of the Indemnitees described below.

### RECITALS

WHEREAS, WINTER SUN HORSE PARK, INC., an Idaho corporation, (“WSHP”) organizes and provides the facilities for certain equine activities (the “Equine Activities”) including, without limitations, training, eventing, coaching, trail riding, conditioning, polo, horse trials, dressage, cross-country, show jumping, stadium jumping and all forms of equine and rider training, teaching and competitions which may include jumping over and negotiating various obstacles such as ponds, streams, ditches, drops, banks, fences and other obstacles, and all other form of equestrian activities; and

WHEREAS, WSHP has licensed the use of certain property (the “Property”) from Twenty Acres of Freedom, LLC, an Idaho limited liability company; Townsend Ranch, LLC, an Idaho limited liability company; Broadford Ranch, LLC, an Idaho limited liability company and Solanaceae, LLC, an Idaho limited liability company for use as a facility on which to conduct the Equine Activities (the “Facilities”); and WHEREAS, \_\_\_\_\_ (the “Participant”) desires to participate in the Equine Activities on the Facilities; and

WHEREAS, Releasor acknowledges and represents that the Participant’s participation in the Equine Activities may be hazardous, dangerous which may subject the Participant to risk of injury or death and Releasor hereby (for itself and on behalf of the Participant if he or she is a minor or incapacitated person) accepts and assumes any and all risks associated with such participation including risks or injury or death; and

WHEREAS, Releasor also acknowledges and represents that the Participant has the requisite training, coaching and abilities to safely and competently participate in the Equine Activities and agrees to wear adequate protective equipment to guard against such risks and injuries but understands that no protective equipment is capable of eliminating all risk; and

WHEREAS, as a condition to the Participant’s participation in the Equine Activities WSHP requires Releasor to release and indemnify the Indemnitees described below from and against any and all liability that may arise in connection with or related to such participation; and

WHEREAS, Releasor enters into this General Release and Indemnification as additional consideration for participating in such Equine Activities;

NOW THEREFORE, Releasor, for itself, its successors, guests, assigns, invitees, agents, independent contractors or employees, and on behalf of the Participant, if he or she is a minor or incapacitated and his or her successors, guests, assigns, invitees, agents, independent contractors or employees, HEREBY RELEASES, INDEMNIFIES AND HOLDS HARMLESS WSHP, Twenty Acres of Freedom, LLC, an Idaho limited liability company, Townsend Ranch, LLC, an

Idaho limited liability company, Broadford Ranch, LLC, an Idaho limited liability company and Solanaceae, LLC, an Idaho limited liability company, and each of them, and their members, managers, officers, directors, employees, agents and contractors, and each of them (all of which entities and individuals are collectively referred to herein as the “Indemnitees”), from and against any and all costs, expenses, claims, demands, damages, injuries, losses, liabilities, actions, causes of actions, and risks of every and whatever kind, name or nature, including attorneys fees and costs relating thereto, now existing or existing in the future, known or unknown, either in law or in equity, whether or not caused by, or due to the acts or failure to act of, Releasor, its successors, guests, assigns, invitees, agents, independent contractors or employees, or the Participant, its successors, guests, assigns, invitees, agents, independent contractors or employees, arising out of or related in any way to the Participant’s participation in any Equine Activities or resulting from or on account of the Participant’s use of the Facilities and whether or not due to any negligent act or failure to act of any of the Indemnitees.

Releasor hereby acknowledges there may be risks related to the Equine Activities or Releasor’s use of the Facilities the exact nature of which it is impossible to further state herein or completely anticipate and that Releasor has sole responsibility for any such risks, all of which are specifically, but without limitations, included in the indemnity in the foregoing paragraph and Releasor expressly assumes such risks including those which Releasor does not know of or suspect to exist whether through ignorance, oversight, error, negligence, or otherwise and which, if known, may affect Releasor’s decision to enter into this General Release and Indemnification.

Releasor hereby acknowledges the release set forth in this instrument is a complete and general release of all claims, known or unknown, now existing or which may exist in the future, relating to the Participant’s use of the Facilities.

Releasor hereby agrees that any and all insurance policies obtained by Releasor which provide coverage for any of the risks described herein shall be the primary insurance from and against any such risks up any such policy’s limits whether or not other policies cover the same risk and that whether or not Releasor has obtained any such insurance, Releasor nevertheless shall remain fully and primarily liable for the obligations contained in this Release and Indemnification Agreement.

**Releasor hereby acknowledges that Idaho Code § 6-1801 (the “Equine Activities Act”) may limit liability for injury to or the death of the Participant or equine (as defined therein) engaged in an Equine Activity and may limit the ability of the Participant or the Participant’s representative to maintain an action against or recover from the Indemnitees, or any of them, for an injury to or the death of the Participant or equine engaged in an Equine Activity.**

Releasor has carefully read this General Release and Indemnification Agreement and fully understands its contents, having had full opportunity to have it reviewed and explained by the legal counsel of its choice. Releasor is fully aware that by signing this document, it is releasing and waiving certain important legal rights it may have and incurring indemnification obligations it may not otherwise have. Nevertheless, Releasor signs this General Release and

Indemnification Agreement knowingly and voluntarily, of its own free will, intending to be fully legally bound thereby.

This Agreement supercedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter and no alteration or variation of this Agreement shall be valid unless made in writing and signed by the Releasor and WSHP.

The foregoing recitals set forth above in the paragraphs beginning with the word "Whereas" are incorporated herein by this reference as if restated in full.

The rights and responsibilities set forth in this General Release and Indemnification shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns.

In the event of any action against Releasor for a breach of or to enforce any provision or right hereunder, the non-prevailing party in such action shall pay to the prevailing party all costs and expenses, expressly including, but not limited to, reasonable attorney fees and costs incurred by the successful party in connection with such action, including without limitation all fees and costs incurred on any appeal from such action or proceeding.

Releasor agrees that as a condition and in consideration of participation in the Equine Activities, WSHP may use, publish, copyright or assign photographs, videos, audios, cable casts or other likenesses of the Participant and any equine taken while on the Facility. Releasor, for itself (and on behalf of a Participant if he or she is a minor or incapacitated) expressly and irrevocably waives and releases any rights in connection with such use including any claim to compensation, invasion of privacy, right of publicity or misappropriation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**RELEASOR:**

\_\_\_\_\_  
(Must be signed by parent or guardian if the Participant is a minor or incapacitated)

\_\_\_\_\_  
Printed Name  
Emergency Contact Person: \_\_\_\_\_  
Emergency Contact Phone Number: \_\_\_\_\_  
Emergency Contact E-mail: \_\_\_\_\_  
Emergency Contact Address: \_\_\_\_\_  
\_\_\_\_\_