

COMPLAINT EXHIBIT A  
FTC 182-3098

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

Name (Please Print): \_\_\_\_\_ Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ E-mail \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Initial Each Box In Sections A-K. After Reading Parents or Guardians Must Also Sign. Please Read Carefully Before Signing. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY

\_\_\_\_\_ A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE—In consideration of the payment of a fee and/ or the signing of this agreement, I, the above listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to hire/rent from THIS STABLE, a horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates.

\_\_\_\_\_ B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS—This agreement shall be legally binding upon me, the registered rider, and the parents of legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The terms "I," "ME," "MY" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

\_\_\_\_\_ C. ACTIVITY RISK CLASSIFICATION—I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products), horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/WE further understand that applicant may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE, AND ALSO WANDERING AT THEIR WILL.

\_\_\_\_\_ D. NATURE OF STABLE HORSES—I UNDERSTAND THAT: THIS STABLE chooses its rental horses for their calm dispositions and basic training as is required for use as riding horses for novice and beginning riders, and THIS STABLE follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are five to 15 times larger, 20 to 40 times more powerful, and three to four times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3-1/2 to 5-1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked in may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping Short, Changing Directions or Speed at Will; Shifting its Weight; Bucking; Rearing; Kicking; Biting; or Running from Danger.

\_\_\_\_\_ E. RIDER RESPONSIBILITY—I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant. THIS STABLE advises pregnant women not to ride horses, unless permission is given under advice of her physician. I 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

\_\_\_\_\_ F. CONDITIONS OF NATURE—I UNDERSTAND THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

\_\_\_\_\_ G. CARRY-ON OBJECTS AND SHARP NOISES—I UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. SOME EXAMPLES ARE: Cameras, hats not securely fastened under the chin, toys, purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

\_\_\_\_\_ H. SADDLE GIRTHS-NATURAL LOOSENING—I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of the saddle and a potential fall from the animal.

\_\_\_\_\_ I. ACCIDENT/MEDICAL INSURANCE—I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses.

\_\_\_\_\_ J. CONFIDENTIALITY / NON DISPARAGEMENT- I agree not to call Animal Control or any governmental agency or individuals if there is a discrepancy to how the horses/ animals or property are taken care of. You will be charged a minimum of \$5,000.00 in damages if you report anything or making contact with any persons or agency or by having another individual(s) do it on your behalf. You will be held responsible for all fines that occur which includes but not limited to court, our legal representation, and fines. I agree to our non- disparagement and protection of reputation clause. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral including social media about our Company, Volunteers, Owners, Representatives, etc. For every violation, the rider will be charged a fine. The only allowance for a less than a 5 star review is through our own review system PeekPro. The Rider agrees and acknowledges that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Company refusing to enter into this Agreement. I agree to not disclose by any means whatsoever the terms and conditions of this agreement to any person, group, or entity of any kind whatsoever. For every violation, I will be charged a \$5,000.00 fine per negative review. If I bring forth a lawsuit, mediation, arbitration, or any legal action, I will pay the STABLE \$20,000.00 at time of initiation, \$20,000.00 during, and \$20,000.00 after the resolution.

\_\_\_\_\_ K. PROTECTIVE HEADGEAR OFFERING—I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by THIS STABLE and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider's head, and that once provided I/WE will be responsible for securing the helmet on this rider's head at all times. Mark an "X" below in the box before the statement which describes your choice to wear, or not to wear, STABLE-PROVIDED protective headgear.

( ) PROTECTIVE HEADGEAR ACCEPTANCE: I/WE REQUEST TO WEAR PROTECTIVE HEADGEAR WHICH THIS STABLE PROVIDES.

( ) PROTECTIVE HEADGEAR REFUSAL: I/WE REFUSE TO WEAR ANY TYPE OF PROTECTIVE HEADGEAR AND/OR WILL PROVIDE MY/OUR OWN. I/WE ACCEPT FULL RESPONSIBILITY FOR MY/OUR SAFETY IN THIS DECISION.

\_\_\_\_\_ L. SERVICE FEE -- I agree that the agreed service fee for each individual in my group including myself and guests, children, spouse, etc will be charged to my card. I understand that if I enjoy my ride I can tip the guide extra as they work hard caring for the horses.

\_\_\_\_\_ M. PHOTO RELEASE—I consent to and authorize STABLE to use any and all photographs, audio or visual materials taken of me, or my child for promoting purposes. No photos or video of the animals, personnel, land or facility are allowed to be taken without consent.

\_\_\_\_\_ N. LIABILITY RELEASE—In consideration of THIS STABLE and/or Tomi Truax and/or LVTR LLC allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to THIS STABLE'S negligence; and I do further agree that I shall bring no claims, demands, actions and causes of action and/or litigation, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and noneconomic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the promises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.

**All riders and Parents or Legal Guardians must sign below after reading this entire document.**

SIGNER STATEMENT OF AWARENESS- I/We, the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of ride. I/We further attest that all facts relating to the applicant's physical condition, experience, and age are true and accurate. I FURTHER AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND Tomi Truax, John Truax, LVTR LLC, its owners, land owners, employees, guides, volunteers, officials, representatives and / or agents from and against any and all liabilities, obligations, claims, negligence, damages, penalties, causes of action, costs and expenses. I represent that I am the parent or legally appointed guardian of the named child(ren) and am authorized to enter into the agreements set forth above on behalf of myself and the named child(ren). I Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable 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 the Stable in defending such an action. I will pay any and all legal fees and costs during any litigation so stable can defend itself without costs.

\_\_\_\_\_  
Signature of Rider (spouses must sign for themselves )

\_\_\_\_\_  
Date

\_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent, Guardian, or Spouse

\_\_\_\_\_  
Name of Rider

\_\_\_\_\_  
Date

\_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent, Guardian, or Spouse

\_\_\_\_\_  
Name of Rider

\_\_\_\_\_  
Date