

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

HORSE WAIVER

In consideration of the services of Sioux Falls Family YMCA, their agents, owners, officers, volunteers, participants, employees, and all other persons of entities acting in any capacity on their behalf (herein after referred to as "YMCA"), I hereby agree to release and discharge YMCA, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that horseback riding, trail rides, or using horses entail known and un- anticipated risks which could result in physical, emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: loss of control, collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider, such as biting, kicking, bucking, lying down or stumbling; latent or apparent defects or conditions in equipment, animals or property; acts of other participants in this activity, adverse weather conditions; contacts with plants, insects, or animals; my own physical condition or my own acts or omissions, the condition of the remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment or other services rendered; consumption of food or drink. Furthermore, YMCA staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used may malfunction.

2. I expressly agree and promise to accept and assume all risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of these risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless YMCA from any and all claims, demands, or causes of action, which are in a way connected with my participation in this activity or my use of YMCA's horses, equipment or facilities, including any such claims which allege negligent acts or omissions of YMCA.

4. Should YMCA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of-all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against YMCA, I agree to do so solely in the state of South Dakota, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I have been informed of the State equine liability act.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against YMCA on the basis of any claim from which I have released them herein, I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to bound by its terms.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18) BOTH PARENTS MUST SIGN

In its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless YMCA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: _____

Print Name: _____

Address: _____

City, State, Zip: _____

Date: _____

Please Keep for your Records