

Release of Liability and Indemnity Agreement, Rev. April 1, 2012

Pierce Gulch Farm, LLC

9272 N. Pierce Park

Boise, ID 83714

Phone: (208) 863-5126 or (208) 345-0235

Email: thkehne@msn.com or tewalther@hotmail.com

I, _____ HEREBY AGREE AND ACKNOWLEDGE that I have voluntarily elected to participate in the activity of horseback riding and/or riding lessons at PIERCE GULCH FARM, LLC. In consideration of my participation in these activities, I AGREE TO THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT ("Agreement").

I understand that horseback riding is a HAZARDOUS ACTIVITY. I am in good health and have no special conditions that might impair my riding ability. Despite the inherent risks presented, I have made a voluntary choice to participate in the activities. In consideration of my participation in horseback riding, I AGREE TO ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from my participation in horseback riding at PIERCE GULCH FARM, LLC.

(Initial here: _____)

I further AGREE TO RELEASE FROM LIABILITY AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS Pierce Gulch Farm, LLC, and its owners, agents and employees for any damage, injury or death to myself, person or property, for any reason, or in any way connected with my participation in horseback riding, except for the acts of PIERCE GULCH FARM, LLC, or its employees or owners, which constitute (1) the willful or wanton disregard for the safety of me or my horse causing an injury, or (2) an intentional act to injure me or my horse. (Initial here: _____)

I further agree to read and to abide by Pierce Gulch Farm, LLC's "RULES" sheet of which I have received a copy. I acknowledge that these rules are subject to change (Initial here: _____)

I have carefully read and understood this Agreement and all its terms. I understand that this is a release of liability which will legally prevent me or any other person from filing suit, except for intentional, wanton or willful acts, or making any other legal claim for damages in the event of my death or any injury to me. Additionally, in the event I or my heirs, assignees or legal representatives file a lawsuit arising from my participation in horseback riding, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Pierce Gulch Farm, LLC, its owners, agents and employees for any damage, attorney fees or costs associated with or arising out of such lawsuit. With the aforesaid fully understood, I nevertheless enter into this Agreement freely and voluntarily and agree that it is binding upon me, my heirs, assignees and legal representatives. (Initial here: _____)

RIDER'S PERSONAL INFORMATION

NAME: _____ PARENT/GUARDIAN: _____

ADDRESS _____ City, State, Zip _____

DAY PHONE _____ EVENING PHONE _____

EMERGENCY CONTACT AND PHONE NUMBER _____

By signing and initialing this Release of Liability and Indemnity Agreement, I hereby acknowledge that I have read and understood its terms and that it is a binding agreement, signed this _____ day of _____, 20 ____.

Rider's Signature

(If rider is under the age of 18, a parent or legal guardian must sign)

As parent or legal guardian of the Rider under the age of 18, I affirm, acknowledge and accept all terms of this Release of Liability and Indemnity Agreement.

Parent or Legal Guardian