



Therapeutic Riding

1270 Trotting Horse Ln
Missoula, Montana 59804
(406) 370-8477

TROTTING HORSE THERAPEUTIC RIDING

VOLUNTEER WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

In consideration of my desire to serve as a volunteer in the equine related therapeutic efforts to be conducted by Trotting Horse Therapeutic Riding, the undersigned volunteer herein Releasor(s) hereby assumes all responsibility for any and all risk of property damage or bodily injury that the releasor(s) may sustain while participating in any voluntary effort, exercise or other activity of any nature, including the use of equipment, facilities and other equine-related activities of Trotting Horse Therapeutic Riding.

Further, pursuant to Montana Code Ann. 27-1-725-727, the undersigned Releasor(s) agree to the following Waiver and Release:

The undersigned Releasor(s) acknowledge that equine-related activities have inherent risks, hazards, and dangers for anyone participating in such activities, which cannot be eliminated, particularly in a "wilderness" environment. THE UNDERSIGNED RELEASOR(S) UNDERSTANDS THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION, BUT NOT LIMITED TO:

1. The risks of handling a horse in their possession
2. The dangers and risks associated with the activity of horseback riding and/or other equine related activities offered by Trotting Horse Therapeutic Riding
3. Encounters with wildlife, animals including other horses on the property, plant life, and insects;
4. Inclement weather conditions;
5. Certain hazards such as surface and sub-surface conditions; and
6. Encountering variations in terrain, such as creeks, water, bridges, traveled roads, stumps, forest growth, debris, rocks and cliffs, and other obstacles, obvious or not obvious, man made or natural.
7. The risks of a volunteer being involved with other parties besides themselves to participate in activities relating to the equine handling while on the property location of Trotting Therapeutic Riding.

The undersigned Releasor(s) understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with the members of Trotting Therapeutic

Riding and/or Cyndi Meyer. The undersigned Releasor(s) understands that equine related activities may require good physical conditioning and a degree of skill and knowledge. The undersigned Releasor(s) believes they have good physical conditioning and the degree of skill and knowledge necessary for them to engage in these activities safely. The undersigned Releasor(s) participation in this activity is purely voluntary. No one is forcing the undersigned Releasor(s) to participate and the undersigned Releasor(s) elects to participate in spite of the risks. THE UNDERSIGNED RELEASOR(S) ARE VOLUNTARILY PARTICIPATING IN THE SERVICES PROVIDED BY TROTTERING THERAPEUTIC RIDING WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, the undersigned Releasor(s), for themselves, their heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Trotting Therapeutic Riding, the members of members of Trotting Therapeutic Riding, Cyndi and Jim Meyer, d.b.a Trotting Horse Stables, any of its directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with the undersigned Releasor(s) participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to the undersigned Releasor(s) or their property as a result of their engaging in these activities or the use of these services or equipment, whether such damages, loss, injury, paralysis, or death results from negligence of Trotting Therapeutic Riding, the members of members of Trotting Therapeutic Riding and/or Cyndi Meyer., or from some other cause. The undersigned Releasor(s), for themselves, their heirs, their successors, executors, and subrogees, further agree not to sue Trotting Horse Therapeutic Riding, members of Trotting Therapeutic Riding and/or Cyndi Meyer, as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities conducted by Trotting Horse Therapeutic Riding.

THE UNDERSIGNED RELEASOR(S) HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Date

Signature

Print Name

Mailing Address

City State Zip

Phone Number (home & cell)

