



- 2.5. Trail Riding Risks.** Parent understands that riding horses outside of designated riding areas such as arenas and round pens (“Trail Riding”), including riding horses in an open pasture where other horses are loose, is inherently dangerous. In particular, horses may become spooked by traffic, wild animals, other horses or other hazards, causing Youth to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or manmade obstacles, injuring horses and/or Youth. **Parent understands that Stable does not inspect or maintain any trails or paths, on or off of Stable’s property, and Stable makes no warranty whatsoever regarding the safety of paths and trails. Parent understands and expressly assumes all risks associated with Trail Riding, including the risk that the Stable Parties may be negligent.**
- 2.6. Parent’s Indemnification Agreement.** Parent agrees to defend, indemnify and hold the Stable Parties harmless against all claims, demands, and causes of action, including court costs and attorneys’ fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of any of the Youth Parties or brought by others in connection with any action or inaction taken by Youth or Parent.
- 2.7. Waiver of Unknown Claims.** Upon behalf of the Youth Parties, Parent expressly waives any rights that the Youth Parties might otherwise have with regard to unknown claims. For the purpose of this section, “claims” shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with this Agreement.
- 3. Entire Agreement.** This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.
- 4. Governing Law and Venue.** This agreement shall be governed by the laws of \_\_\_\_\_ (state). The parties hereby agree that any legal action under the Agreement must be brought in \_\_\_\_\_ County, \_\_\_\_\_ (state).
- 5. Attorneys’ Fees and Other Expenses.** In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this section, “expenses” will include the following costs actually incurred by the prevailing party: Attorney’s fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.
- 6. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Parent

Stable

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_ Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

