



Release and Waiver of Liability Agreement

This agreement is executed in consideration of the opportunity afforded to me to visit, work and/or participate in equine or other activities on or around all grounds and/or facilities which are owned, leased or operated by James and Janet Culley (owners) and known as Double J-C Horse Ranch (The Ranch) located at 206 Willow Lake Circle, Guntersville, Alabama 35976. This agreement also extends to Ranch Related activities that may be performed at other locations, such as, but not limited to trailering, transporting feed and supplies, training or any other Ranch related events or activities. I am in recognition of the possible dangers to which I may subject myself by participating visiting, working or participating in Ranch related activities, which may include horseback riding, horse care, farm work and related activities.

I the undersigned, (please print) _____
Being over the age of eighteen (18) years, (if minor, guardian must sign) hereby agree to the following.

1. Knowingly, freely and voluntarily, for myself, my heirs, personal representatives and assigns, waive any right or cause of action, of any kind whatsoever, arising as a result of my participation in such activities associated with horse care and related activity including participating in horseback riding located on or adjacent to, said described real property, from which any liability may or could accrue to the owner.
2. Assume all risks of injury to myself and for any minor children for which I am the parent or guardian, including death, drowning, or other accident, and to said property or Ranch, while participating in any related activities incidental thereto;
3. Assume all risks of injury to myself and for any minor children for which I am the parent or guardian, while present at The Ranch or activities associated with The Ranch.
4. For myself and my heirs, personal representatives, or assigns, from the date of this release and waiver agreement, and forever hereafter, hold the said owners, harmless and blameless for any injury to myself for any minor children for which I am the parent or guardian, including death, occasioned by my participation in, work at, or presence at, horseback riding, work or related activities, whether resulting by or through the negligence of the owners, their agents, officers, employees, or guests, or guest of any participant, trainer or worker associated with The Ranch and horses. Should I, my heirs, personal representative or assigns, institute any action against either of the owners, employees or other participants arising out of injury to myself or property, as a result of horseback riding, or work then and in that event, I for myself and my heirs, legal representatives and assigns hereby agree to pay all costs of such action including attorneys fees incurred by them. For myself and my heirs, personal representatives, or assigns, I agree that any such action will be brought in Marshall County in the State of Alabama and will be subject to arbitration.

Inherent Risks and Assumption of Risk. In executing this Release and Waiver of Liability, I understand that the principal activity of the Ranch is equine related. I acknowledge there are inherent risks associated with equine activities such as described below, and hereby expressly assume all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Owner expressly releases The Ranch from any and all claims for personal injury or property damage, even if caused by negligence by The Ranch or its owners, representatives, agents or employees.

WARNING

Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

Name: _____
Signature: _____
Address: _____
City, State, and Zip: _____
Date: _____
Guardian: _____