

# Silver Brand Ranch LLC

## Acknowledgement, Assumption, Waiver, and Liability Release

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. SILVER BRAND RANCH, LLC DOES NOT GUARANTEE YOUR SAFETY.**

**Warning:** Under Montana Law, an equine activity sponsor or an equine professional is not liable for an injury or death of a participant engaged in an equine activity resulting from risks inherent in equine activities. Montana Code Annotated 27-1-727.

I understand that horses can be very dangerous. I understand and acknowledge that the mounting, dismounting, riding, care, handling, and just being in the presence of horses or other animals carries certain obvious and non-obvious inherent risks. Such risks include, but are not limited to; mild or severe injury, loss of life, bites, kicks, abrasions, contusions, being thrown or bucked off by horses, or other animals, scratches or other injury from stalls or enclosures, scratches or other injury from grooming tools and other equine equipment and tack, allergic reactions, tripping, slipping, or falling. I further understand and acknowledge that such risks may also cause injury to my animal(s) and/ or property damage to my personal property. I knowingly assume all risks, whether known or unknown, in any related to my use of the Silver Brand Ranch, it's equipment, facilities, and animals. I understand and agree that I am responsible for my animal's participation and that a rider's safety while on or around a horse will largely depend on his or her ability to control the horse. I acknowledge that I have been fully warned and advised by Silver Brand Ranch that I should always wear protective headgear and that wearing of such head gear at all times during any horse activity may prevent or reduce the severity of head injuries and even prevent death resulting from a fall. I acknowledge that Silver Brand Ranch has made no representation as to the safety of any horse, equipment, structure or riding equipment that may be used on the property and specifically acknowledge that Silver Brand Ranch has notified me of the inherent risk and danger of each horse activity, all of which risks are assumed by me. I voluntarily and intentionally execute this Release and Agree to its terms.

I understand that if while my animal is in training, custody, boarding, or in the company of Silver Brand Ranch or any of its employee's, agents, contractor's, or principals, that I am responsible for all veterinary costs necessary for my animal(s). I also understand and acknowledge that accidents happen, and that Silver Brand Ranch and its sponsors, agents, employees, contractors, assistants and volunteers are not liable for any injuries; including mortal injury to my animal(s), myself or my family members in connection with my participation in any activity at Silver Brand Ranch. I hereby waive any claims that I have, or which I may later have against Silver Brand Ranch and its employees, agents, volunteers, contractors, or principals, that in any way relates to my participation in any activity at the Silver Brand Ranch. I further release and discharge Silver Brand Ranch and its sponsors, agents, employees, principals, assistants, volunteers, contractors, representatives, and assigns from any and all claim or liability for injury to myself, my animal(s), my family members, or my property arising out of any activity at the Silver Brand Ranch.

This agreement is binding on my executors, heirs, and assigns. I agree that I will defend, indemnify and hold harmless, Silver Brand Ranch, and its sponsors, agents, employees, principals', assistants, volunteers, and contractors against all claims, demands, and causes of actions, including court costs and actual attorney fees, arising from any proceeding or lawsuit brought by me, or prosecuted for my benefit or on my behalf, in which this release is upheld. I acknowledge that I have read this release of liability, know, and understand its contents. Signature of animal owner is required; in case of minor parent legal guardian must sign on behalf of minor.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

### Advertising/ Photo Release

I do hereby give Silver Brand Ranch, it's principals, agents, volunteers, employees, and parties designated by them, the irrevocable right to use my or my animal(s)' name(s), video image or photograph in all forms of media and in all manners for advertising, display, exhibition and inclusion in commercial products or any other lawful purposes. In addition, I waive my right to inspect or approve the finished product, including written copy that may be created in connection therewith. I also waive the right to any financial recompense for the use of my voice, physical image, or my animal(s) and participation in any events. This release is valid unless revoked in writing.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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