

RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT

This RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT (RELEASE)

is voluntarily and knowingly entered into by

PRINTED NAME _____, hereinafter PARTICIPANT and Hoofbeats International, Inc., (doing business as Hoofbeats International), its owners, employees, officers, and directors, hereinafter collectively referred to as PROVIDER, Hoofbeats, Inc., agree as follows:

That Hoofbeats International, acting only in the capacity of a travel agent is arranging, for consideration, horseback riding related vacations operated and controlled by independent Outfitters. Each Outfitter is a separate individual or company that is not affiliated with PROVIDER and over whom PROVIDER has no control. PARTICIPANT will likely be required to sign a Release similar to this one by each independent Outfitter.

This document is a full release and indemnity agreement whereby PARTICIPANT is releasing and indemnifying PROVIDER from various inherent risks, known and unknown involving various recreational activities including, but not limited to, horses and horse-type activities and further releasing PROVIDER from PROVIDER'S negligence, if any, and further releasing PROVIDER from any results of the inherent risks and PROVIDER'S negligence, such results including, but not limited to, property damage, bodily and personal injury, illness, paralysis, or death.

PARTICIPANT will be engaged in activities involving horses and other potentially dangerous recreational activities. PARTICIPANT is informed and understands: 1) That there are significant risks and dangers involved with horses and horseback riding and that horses are powerful and potentially dangerous animals; 2) That a horse may, at any time, without warning, and for no reason, jump up, forward, backward, or sideways; 3) That a horse may become uncontrollable, run wildly, buck, bite, kick, rear up, or step on feet or other body parts without warning; 4) Horses become tired, stressed, cantankerous, and their behavior is unpredictable; 5) A horse may trip, stumble, and/or fall down when being led, ridden, or otherwise attended to; 6) That weather, terrain, other animals, and/or people and other PARTICIPANTS may adversely affect a horse's behavior; 7) That these risks, and others, are inherent with horse and other activities which risks may not be anticipated, controlled, or eliminated by PROVIDER and, further, PROVIDER has no duty to do so; 8) That these risks and activities in general can cause property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family; 9) That PROVIDER and/or other people and PARTICIPANTS may, on occasion, be NEGLIGENT; (NEGLIGENT meaning, generally, a failure to exercise ordinary or reasonable care) in their duties and responsibilities to PARTICIPANT and this NEGLIGENCE can cause property damage, bodily and personal injuries, illness, paralysis, and death to you or members of your family; 10) That the horseback riding activities and other activities will sometimes be in wilderness, and otherwise remote areas and that bodily and personal injuries, illnesses, paralysis, and other injuries may occur to you where you are a considerable distance from doctors, hospitals, and any type of medical help or assistance. PROVIDER strongly recommends the use of a riding helmet which may minimize the risks of head and other injuries.

For and in consideration of the monies paid, agreements contained in this document, and your participation in PROVIDER'S program, PARTICIPANT does hereby completely release, acquit, and forever release and discharge PROVIDER, their successors, personal representatives, and assigns of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from, property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family as a result of participation in PROVIDER'S program or in conjunction with recreational activities or PROVIDER'S NEGLIGENCE. This RELEASE includes, but is not limited to, all claims or causes of action whether based on a tort, contract, or any other theory of recovery, which the PARTICIPANT now has or which may hereafter accrue or may otherwise be acquired on account of or may in any way grow out of any recreational activities including, but not limited to, any and all claims for emotional distress, loss of consortium, loss of companionship, loss of income, bodily or personal injury to PARTICIPANT, or members of PARTICIPANT'S family, or any wrongful death claim or punitive damage or any other claim of PARTICIPANT'S representatives or heirs which have resulted or may result from the recreational activities, acts, omissions, or NEGLIGENCE of PROVIDER.

PARTICIPANT further stipulates and agrees in further consideration, to fully indemnify and hold forever harmless PROVIDER against loss from any and all claims, demands, or actions which may hereinafter or at any time be made or brought against PROVIDER by any person or entity who has made, or agreed to make payments on PROVIDER'S behalf for any medical expenses or any other obligations incurred by PARTICIPANT as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to PARTICIPANT or any members of PARTICIPANT'S family arising out of PROVIDER'S activities. PARTICIPANT further agrees and stipulates to indemnify and hold forever harmless PROVIDER against loss from any and all further claims, demands, or actions which may hereinafter or at any time be made or brought against PROVIDER by any person or entity who claims to have been

