

CHAPPELL RANCH, LLC, 531 Centerville Lane, Gardnerville, NV 89460
WAIVER OF LIABILITY, RELEASE, & INDEMNIFICATION AGREEMENT

THIS IS A LEGALLY BINDING WAIVER OF LIABILITY, RELEASE, EXPRESS ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (hereinafter “Waiver”). The term “equine” is defined as “a horse, pony, mule, donkey or ass.” **Please read the Waiver carefully. Fill in all blanks and place your initials on the line at the end of each paragraph before signing the last page. Your initials and signature indicate you have read and understood the terms of this Waiver and agree to be bound by it.**

1. I affirm I have read and understood this Waiver completely. By signing below and by initialing each paragraph, I agree to every term and condition of this Waiver. _____ **Initials**

2. I understand there are equine and other activities occurring at Chappell Ranch, LLC. Equine activities include, but are not limited to, any kind of activities on or about horses, including handling, leading, riding, non-riding, training, mounting or dismounting, providing or assisting in medical treatment, driving, or being an equine passenger or assisting a participant in a show, competition, or training event. I understand that no equine is completely safe. I know there are dangers and risks natural to these activities, including risks of serious bodily injury, paralysis, and death to persons on or around them. **BEING AWARE OF THE KNOWN AND INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES, I AM NEVERTHELESS WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR MY OWN SAFETY AND WELFARE. I HEREBY RELEASE CHAPPELL RANCH, LLC, AND ITS PRINCIPALS, EMPLOYEES, AND AGENTS FROM LIABILITY FOR ANY BODILY INJURY, PARALYSIS, DEATH, OR OTHER LOSS ARISING OUT OF ACTIVITIES, HAZARDS, AND/OR OTHER CONDITIONS AT CHAPPELL RANCH, LLC. I EXPRESSLY RELEASE CHAPPELL RANCH, LLC FROM LIABILITY FOR INJURIES, DAMAGE, OTHER LOSS OR DEATH OCCASIONED BY THE NEGLIGENT ACTS OF ITS PRINCIPALS, FAMILY MEMBERS, EMPLOYEES, AND AGENTS.**

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3. I am aware and understand that an equine may behave in an unpredictable and irrational manner, regardless of its training or past performance. An equine may, without warning or any apparent cause, stop short, change directions or speed, shift its weight, buck, stumble, fall, rear, bite, kick, run, spook, jump obstacles, step on a person’s feet, push or shove a person, fight with another horse, or make other unexpected or erratic movements. In addition, equipment may fail. Saddles and/or bridles may loosen or break. Any of these conditions may cause serious bodily harm or death. I understand the above-mentioned hazards and risks are described as examples only as there are numerous other hazards and risks inherent in equine activities. I also understand that bodily injury or death could occur not only from equine activities, but also from other actions, including but not limited to non-riding activities such as approaching, handling, leading or walking near equines as well as other hazards and/or conditions at Chappell Ranch, LLC. _____ **Initials**

4. I am aware and understand there may be natural and man-made hazards at Chappell Ranch, LLC. I assume all risks to myself and to my property, including but not limited to my motorized vehicle(s), in connection with such hazards as consideration for being permitted to enter for any purposes, any Chappell Ranch, LLC restricted area, including but not limited to the arenas, stables, pastures, walkways, driveways, entrances, parking areas, pens, corrals, fields, training areas, equipment and tack rooms, bathing stalls, office, rooms, and other adjoining areas where any equine-related activity might take

place. The inherent dangers and risks involved in engaging in activities on a ranch are many. They include, but are not limited to the presence of, or encounters with, all types of wildlife, domesticated and non-domesticated animals, stock animals, motorized vehicles, and equipment. Additionally, this includes encounters with others who may also be engaging in activities at Chappell Ranch, LLC, and employees and non-employees, authorized and non-authorized personnel, acting singly, or in groups, and the continual activities that take place on ranches where people are present, whether in employment or recreational pursuits. Furthermore, I understand Chappell Ranch, LLC is not responsible for elements of nature that can scare an equine. Examples include but are not limited to thunder, lightning, rain, wind, sound, insects and/or reptiles which may walk, run or fly near, or bite or sting an equine or a person or potentially harsh weather and resulting condition changes, terrain of all types, stable, unstable and irregular surface and subsurface conditions.

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5. I agree and represent that as consideration for entering Chappell Ranch, LLC's restricted areas or for being permitted to participate in any equine activity, that I will immediately and continuously thereafter inspect such areas so that I am satisfied with the reasonable safety and suitability of the property for its use and will provide an adequate, reasonable level of safety for my equine and myself. I further agree and warrant that if, at any time, while in or about the restricted areas, I feel anything to be unsafe, I will immediately advise my instructor or person in charge, and immediately leave the restricted area. In addition, in consideration for being permitted to use the equipment and/or tack of Chappell Ranch, LLC, I acknowledge, agree and represent that I will immediately prior to use of such, and continuously thereafter, inspect such equipment and/or tack and that my use of such constitutes acceptance that it is safe and reasonably suited for its intended use. I further agree and warrant that if, at any time, I feel that any equipment and/or tack is unsafe, I will immediately advise my instructor or person in charge and will immediately stop using such equipment and/or tack until it has been corrected. I expressly absolve Chappell Ranch, LLC from liability for injuries, damage or death caused by defects in equipment and/or tack.

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6. I understand that the riding arenas, round pens and boarders' tack room MAY NOT BE MAINTAINED. I understand there may be hidden or obvious, natural or unnatural, DANGEROUS conditions at Chappell Ranch, LLC. I understand and agree Chappell Ranch, LLC and its principals have NO DUTY TO INFORM ME OF THESE CONDITIONS.

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7. In consideration for the privilege of entering Chappell Ranch, LLC, using its facilities, training, riding, working, or otherwise remaining or being present at Chappell Ranch, LLC:

a. I, ON BEHALF OF MYSELF, MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, AND ANYONE CLAIMING ANY INTEREST THROUGH ME, OR ON MY BEHALF, KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS CHAPPELL RANCH, LLC, ITS PRINCIPALS, AND THEIR FAMILY MEMBERS, EMPLOYEES, OR AGENTS, AND ALL OTHER PERSONS OR ENTITIES WITH A PROPERTY INTEREST, VESTED OR UNVESTED, IN CHAPPELL RANCH, LLC, AND OTHER USERS (COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES"), FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES AND LIABILITY, INCLUDING ATTORNEY FEES AND COSTS, THAT I, MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, AND ANYONE CLAIMING ANY INTEREST THROUGH ME, MAY HAVE FOR ANY LOSS, DAMAGE,

INJURY, PARALYSIS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF MY ENTRANCE ONTO AND/OR USE OF CHAPPELL RANCH, LLC OR CHAPPELL RANCH, LLC, PROPERTY, WHETHER SUCH LOSS, DAMAGE, INJURY, PARALYSIS OR DEATH RESULTS FROM THE GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR FROM SOME OTHER CAUSE.

b. I personally and voluntarily assume all inherent risks, whether foreseen or unforeseen, in connection with my entrance onto or use of Chappell Ranch, LLC, any equine, equipment, gear and/or facilities, for any loss, damage, harm, or injury, including paralysis or death, that may befall me or my property while I am on Chappell Ranch, LLC, including the risk of negligence of any party or participant, including the Released Parties.

c. I agree to INDEMNIFY the Released Parties for any and all losses, damages and costs they incur, including attorney fees and costs, from any claims, suits, or action brought or threatened against any of the Released Parties by anyone claiming to have been injured as a result of any loss, damage, or injury, including death, to me or my property arising out of my entrance onto or use of Chappell Ranch, LLC.

d. I hereby agree to follow any safety policies or rules that I am advised of, either verbally or in writing, by Chappell Ranch, LLC, its owners or their family members, employees, and/or agents. In addition, I understand that I have been advised to wear a helmet and to provide a helmet for any minor children of mine that ride at Chappell Ranch, LLC. I voluntarily assume the risk of injury, death, or any other loss if I fail to do so. _____ **Initials**

8. I understand that the terms herein are contractual and not a mere recital, and that I have signed this Waiver voluntarily, knowingly, and of my own free act. If any part of this waiver is held unenforceable, such part will be stricken and the remainder of this Waiver will continue to be in full force and effect. This Waiver is to be construed, interpreted and governed in accordance with Nevada law. _____ **Initials**

9. I certify I am of lawful age (18 years of age) and legally competent to sign this Waiver, or that I have acquired the written consent (below) of my parent or guardian. This Waiver contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this contract is binding on the parties.

Signature: _____ Printed Name: _____

Address _____

Telephone: _____

Date: _____

Signature of Parent or Guardian (if under 18 years of age): _____

Printed Name: _____

