

RELEASE OF LIABILITY

I, _____, do hereby:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Pinnacle Valley Farm and/ or Lee and Greg Hatcher, their operators, horse owners, investors, and each of them, their officers, agents, employees, lessees, and participants (all hereafter collectively referred to as RELEASEES) from any and all claims, loss, damage and liability to the UNDERSIGNED, his or her personal representatives, assigns, heirs, next of kin, or anyone claiming through them, arising out of any liability or negligence of RELEASEES which causes the UNDERSIGNED injury, death, damages or property damages. I HEREBY COVENANT to hold RELEASEES harmless and indemnify RELEASEES for any claim, judgment or expense, including attorney's fees and costs of litigation RELEASEES may incur arising out of my activities or presence, or travel to or from, at or on the farm or on the property of RELEASEES or at horse shows or other horse related events.
2. UNDERSTAND that my entry onto the farm or premises of RELEASEES, riding, showing or attending horse shows involves DANGER AND RISK OF INJURY OR DEATH, that conditions of horseback riding and horses change from time to time and may become more HAZARDOUS, and that there is INHERENT DANGER in horses and riding which I appreciate and VOLUNTARILY ASSUME because I CHOOSE TO DO SO. I have observed horses and riding of the type that I seek to participate in and have inspected the grounds, horse and equipment provided. I further know that other riders, horses and participants pose a danger to me, nevertheless, I VOLUNTARILY ELECT TO ACCEPT ALL RISKS connected therewith and/or my participation.
3. I verify that no representations or inducements have been made to me to sign this RELEASE. I further expressly agree that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the law of the state in which I participate in activities conducted by the RELEASEES and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
4. WARNING-Under Arkansas Law, an equine activity sponsor is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risk of equine activities. AR Code No. 16-120-201 thru 202
5. I agree that, if I am billed on account for services from Pinnacle Valley Farm for services at any location, I will be bound by all conditions included in Pinnacle Valley Farm's rate sheet. If Pinnacle Valley Farm hires an attorney to collect any money due, I shall pay for the reasonable costs therefore, plus expenses. In the case of any dispute arising out of my relationship with Pinnacle Valley Farm, the courts in the State of Arkansas shall have exclusive jurisdiction over the dispute, and the laws of the State of Arkansas shall be applicable.

THE UNDERSIGNED HAS READ, VOLUNTARILY SIGNED AND UNDERSTANDS THAT THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT FULLY RELEASES LEE AND GREG HATCHER AND ALL ASSOCIATED PERSONS AND ENTITIES OUTLINED ABOVE, AND PINNACLE VALLEY FARM FOR ANY LIABILITY TO THE UNDERSIGNED.

READ CAREFULLY BEFORE SIGNING

(PARTICIPANT OR GUARDIAN)

(DATE)

(WITNESS OR PINNACLE VALLEY FARM REPRESENTATIVE)

PARTICIPANT NAME: _____ AGE: _____

PARENT OR GUARDIAN IF UNDER 18: _____

ADDRESS: _____ PHONE NUMBERS: _____

KNOWN ALLERGIES OR AILMENTS: _____