

BOOT & BOTTLE CLUB
RELEASE, WAIVER OF LIABILITY AND CAUSE OF ACTION
WITH INDEMNIFICATION

I hereby acknowledge that participation in activities with horses is a hazardous activity and it exposes me to a substantial and serious risk of property damage, personal injury, or even death.

I hereby desire to use the riding facilities located in Cody, Wyoming known as the Boot & Bottle Club's grounds and arena. I understand there is no charge for personal use of this facility by members, though there may be a separate fee for participation in special events held on the grounds. I fully and completely understand that participation in activities on the premises, with horses or otherwise, creates for and exposes me to substantial and serious risk of property damage and personal injury.

In consideration for the use of the premises at the charges stated above, which I agree is good and sufficient consideration for this release and waiver, as noted by my signature(s) below, I (we) do hereby release, waive and give up any and all causes of action or claims for injuries, death, dismemberment or property damage against the Boot & Bottle Club, Inc. its officers, directors, employees, agents, members and sponsors due to negligence, gross negligence or any condition of the property or facility or other causes of action.

In further consideration for the use of the premises, I hereby indemnify and hold the Boot & Bottle Club, Inc. its officers, directors, employees, agents, members and sponsors harmless for any and all claims noted above that may be brought against them for negligence, gross negligence or condition of the property and for injuries or property damage to third parties.

Should it become necessary for the Boot & Bottle Club, Inc. to defend any action by me which is the basis of this waiver, release and indemnification agreement, I agree to pay their reasonable attorney fees and costs associated with defending such action. I agree that this agreement provides an absolute affirmative defense to any cause of action and is admissible in a court of law for that purpose. The provisions contained herein shall be binding upon my heirs, assigns, legatees and devisees.

This is the entire agreement of the parties. Any action taken in regard to this agreement shall be interpreted by the State of Wyoming. Jurisdiction for any cause of action shall be in Park County, Wyoming.

If any term of this release and waiver is found to be inconsistent with Wyoming Law, that portion shall be struck and the remaining terms and conditions shall remain in full force and effect.

PLEASE PRINT

NAMES(S): _____

ADDRESS: _____

PHONE: (____) _____

I agree to abide by the terms of the above release and waiver as set forth above:

SIGNATURE: _____

DATE: _____

SIGNATURE: _____

DATE: _____

My Signature also acknowledges that I agree to abide by the above release and waiver on behalf of my minor children listed:

NAME: _____

NAME: _____

NAME: _____

NAME: _____

NAME: _____

NAME: _____