WAIVER OF LIABILITY
WILDCAT CREEK HORSE PARK LLC

This agreement between Wildcat Creek Horse Park LLC and the undersigned rider (referred to as "rider"), (or the undersigned rider's legal representative, if such rider is a minor or does not otherwise have the legal capacity to contract), is entered into for good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for the _____ (add current year) calendar year and is subject to the following terms and conditions:

1. **INDIANA STATUORY WAIVER AND WARNING**. I, being the rider (or person having legal responsibility for the rider if such person is a minor or does not otherwise have the capacity to contract), acknowledge that I have read the warning notice below, and understand

   IC 34-31-5-1 et.seq: WARNING

   Under Indiana laws an EQUINE PROFESSIONAL is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risks of equine activities

   IC 34-31-9 et.seq: WARNING

   Under Indiana law, an AGRITOURISM PROVIDER is not liable for injury to, or the death of, a participant in agritourism activities at this location if death or injury results from the inherent risks of agritourism activity. Inherent risks of agritourism activities include risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death, or for other participants to act in a manner that may cause you injury or cause your death. You are assuming the risk of participating in this agritourism activity.
2. **ASSUMPTIONS OF RISK, EXCLUSION, WAIVER, RELEASE OF ALL LIABILITY AND INDEMNITY.** I being the rider or rider's legal representative, acknowledge that I fully understand that horses and horse tack and equipment are unpredictable, and that association with them necessarily involves varying degrees of risk which I fully assume including any risks of unpredictable behavior, unsafe terrain (including, but not limited to dangers from tractor noise, chain saws, other construction equipment, hills, falling or fallen trees, small & large slippery rocks in streams, shear high bluffs in excess of 50 feet, soft ground, rodent holes, wild animals, snakes and etc). I hereby declare that I am assuming all risks of injury or loss of any kind in connection with activities on the premises of, or arising from, Wildcat Creek Horse Park, LLC including such personal injury or losses or damages to trucks, trailers or any vehicle, on or near the premises. I shall be solely responsible for any loss of any kind, including theft or property damage or loss, or medical treatment for injury arising from any cause including from falls, horse equipment, personnel and /or facilities of Wildcat Creek Horse Part, LLC from any cause whatsoever, including negligence of any person whatsoever. I hereby release and waiver any and all claims against Wildcat Creek Horse Park, LLC, its lessees and lessors, its proprietors, and its agents, from any and all liability or responsibility that may result from any loss or injury to any person or any property damage whatsoever, including reasonable attorney's fees arising from my presence or that of my agents or my horses or personal property on or near the proprietor's premises.
3. **PROPERTY/EQUIPMENT/HORSES.** I warrant that all of my equipment is in good working order, and that any horses I have brought are healthy, and have current immunizations and have received a negative coggins test. Horse from out of state must show current coggins test and health papers.
4. **I PROMISE** to leave the premises in same condition as I found them, and shall not litter or cause any destruction.
5. **WILDCAT CREEK HORSE PARK LLC** is not in the business of renting horses or equipment. In the event I am renting any equipment or horses at Wildcat Creek Horse Park LLC, I understand that I am not renting from Wildcat Creek Horse Park, LLC, but rather from the individual or corporation who owns the equipment or horses. Wildcat Creek Horse Park LLC makes no warranties as to the condition of the equipment or horses I am renting from any third party. I understand Wildcat Creek Horse Park, LLC is only providing the use of its premises. If I should have any injuries or suffer any property loss as a result of rented horses or equipment, I shall have no claim and will not bring any claim against Wildcat Creek Horse Park LLC.

If a minor DOB is needed

Print Riders' Name: _____ DOB:_____ Age: _____

Rider or Representative of Rider Signature:_____

Address _____

Home Phone: _____ Cell Phone: _____

e-mail address: _____Date:_____

1/1/2016 rev