

STANDING HEART RANCH, VOLUNTARY RELEASE AND
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(MONTANA)

WARNING

PURSUANT TO MONT. CODE ANNO., §§ 27-1-725 - 27-1-727, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT ENGAGED IN AN EQUINE ACTIVITY RESULTING FROM RISKS INHERENT IN EQUINE ACTIVITIES.

THE UNDERSIGNED HEREBY ACKNOWLEDGE that the Participant has voluntarily applied to use the facilities of the Sponsors identified herein and/or participate in instruction and training in the use, starting, training, selection, care, handling and riding of horses with STANDING HEART RANCH (collectively the "Activities"), such Activities to take place on the premises of _____, Sponsors.

THE UNDERSIGNED ARE AWARE THAT ACTIVITIES INVOLVING HORSES CAN BE INHERENTLY DANGEROUS AND HAZARDOUS. THE PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND, IF APPLICABLE, THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN SAID ACTIVITIES. THE UNDERSIGNED HEREBY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE.

IN CONSIDERATION for being permitted to participate in said Activities:

1. THE UNDERSIGNED EXPRESSLY acknowledge that activities involving horses involve INHERENT RISKS, which mean that there are dangers or conditions which are an integral part of horse activities and include, among other things: (1) the propensity of a horse to behave in ways which may result in injury, harm or death to persons on or about them; (2) the unpredictability of a horse's reaction to such things as sounds, sudden movement, and people, other animals, or unfamiliar objects; (3) a hazard such as a surface or subsurface condition; (4) colliding with other horses or objects; and (5) the potential of another participant to not maintain control over the horse or to not act within the person's ability.

2. THE UNDERSIGNED HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, David B. Gamble, individually, Standing Heart Ranch, the Sponsor or Sponsors named above, and each of their respective affiliates, subsidiaries, carriers, agents, employees, representatives, riders, contractors, assignees, officers, directors and shareholders, all for the purposes herein referred to as "Releasees"; from all liability to Participant and his or her legal representatives, executors, distributees, guardians, assigns, heirs, subrogor and next of kin, all for purposes herein referred to as "Releasers", for injury, death, or damage resulting from the Participant's participation in said Activities, including injury, death or damage resulting from the negligence of the Releasees. THE UNDERSIGNED FURTHER RELEASE AND DISCHARGE Releasees from all liability to Releasers for injury, death or damage resulting from the Participant's participation in said Activities as a result of the negligence of any other party or parties in attendance. IN ADDITION, THE UNDERSIGNED HEREBY RELEASE AND DISCHARGE Releasees from all actions, claims, or demands Releasers now have or may hereafter have for injury, death, or damage resulting from the Participant's participation in said Activities.

3. THE UNDERSIGNED HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Releasees, and each of them, from any loss, liability, damage, or cost they, or any of them, may incur due to the Participant's participation in said Activities.

4. THE UNDERSIGNED HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Releasees, or any of them, resulting from the Participant's participation in said Activities.

5. THE UNDERSIGNED HEREBY AGREE that this Voluntary Release and Assumption of Risk and Indemnity Agreement ("Voluntary Release") is applicable to each and every day the Participant participates in said Activities. The Undersigned irrevocably grant Standing Heart Ranch, the right of publicity to own and use any image(s) collected of the Participant while participating in said Activities.

6. If applicable, the undersigned Guardian for Minor acknowledges that he/she is the legal parent or guardian of the minor Participant and is signing this Voluntary Release on behalf of the minor Participant, and that THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS VOLUNTARY RELEASE. By signing this Voluntary Release without a parent or guardian's signature, the Participant represents that he/she is at least 18 years of age.

7. The use of a helmet is strongly recommended. The Undersigned understand that helmets may reduce or mitigate the severity of head injuries to Participant, but are in no way a guarantee of safety. The Undersigned recognize that helmets have limited capacity as far as shock absorption and that serious injury or death can result from high-energy impacts, even when a helmet is worn.

8. THE UNDERSIGNED AGREE that any and all claims for injury, death or property damage regarding the Participant's participation in said Activities shall be governed by the laws of Montana. This Voluntary Release shall be binding to the fullest extent permitted by law. If any part of this Voluntary Release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This Voluntary Agreement shall be binding on the legal representatives, executors, distributees, guardians, assigns, heirs, subrogor and next of kin of the Undersigned.

I HAVE CAREFULLY READ THIS VOLUNTARY RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND OF CERTAIN LEGAL RIGHTS THAT I MAY HAVE. I UNDERSTAND THAT THIS IS A CONTRACT BETWEEN MYSELF, DAVID B. GAMBLE, INDIVIDUALLY, STANDING HEART RANCH, AND THE SPONSORS AND I SIGN IT OF MY OWN FREE WILL and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Participant _____

Date _____

Printed Name _____

Address _____

Phone Number _____

E-Mail _____

Guardian for Minor _____

Date _____