

WAIVER/RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I hereby acknowledge that I have voluntarily applied to participate in at least one of the following activities: horseback riding, pony rides, and/or tractor drawn hay rides (the "activities" or "participated activities"), on the property of FERGUSON FAMILY, LLC (the "Property") and other public roads/land, and conducted by SANTA'S STABLES, INC. (the "Business").

In consideration of the above and my participation in the aforementioned activities, I, and any representative on my behalf, including but not limited to personal representatives, heirs, and next of kin, do affirm the following:

1. RISK OF SERIOUS INJURY AND/OR DEATH

I understand that the participated activities involve numerous inherent risks of injury that are my sole responsibility, and I assume these risks as a result. I fully understand and acknowledge that these activities pose seen and unseen dangers. I fully understand that the activities involve the risk of property damage and/or injury(ies), including a potential risk for serious injury, permanent disability and/or death. While measures such as protective equipment, safety procedures and/or personal discipline, may be undertaken to minimize this risk, the risk of property damage and/or injury still exists. These risks and dangers may be caused foreseeable or unforeseeable causes, including, but not limited to other participants, accidents, forces of nature, selection of horse, selection of the trail or uneven terrain, weather conditions, and other risks, hazards, and dangers that are integral to activities the take place involving horses, ponies, and tractors.

2. RISKS DUE TO EQUINE BEHAVIOIR

I acknowledge and assume any risk which may arise out of unpredictable animal behavior. Specifically, I understand that an animal, regardless of its training and habitual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright, which in effect, is a risk to be assumed by each participant in any riding activity. I further understand the inherent risks of horseback riding and/or pony riding involve dangers or conditions that are integral to any equine activity, including, but not limited, to the following:

- a) A natural inclination of an equine to behave in ways that may result in harm, injury, or death to persons on or around them
- b) The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or animals.
- c) Certain hazards such as surface and/or subsurface conditions.
- d) Collisions with other equines or objects.
- e) The potential of a participant to act in a negligent manner that may contribute to bodily injury or other harm to the participant or others, such as failing to maintain control over the animal or not acting within the participant's ability.

3. ACKNOWLEDGMENT AND UNDERSTANDING OF RULES AND PROCEDURES

I acknowledge and understand that it is at my discretion and option whether to wear a helmet while engaging in the participated activities. I also understand that, if I elect to wear a helmet, the helmet is to be provided by myself, the participant. Further, I understand the importance of knowing and abiding by the established rules, regulations, and procedures for the safety of those engaging in the participated activities.

4. CLAIMS OF LIABILITY AND INDEMNIFICATION

I agree to indemnify, pay, protect, defend, and hold harmless the Business, the Property, their owners, officers, agents, employees, trainers, volunteers, and any other representatives of SANTA'S STABLES, INC and FERGUSON FAMILY, LLC from any and all claims, damages, losses, liabilities, injuries, and/or expenses that may occur or arise out of, or resulting, from my participation in horseback riding, pony rides, and/or tractor-drawn hay rides, whether causes by the negligence of the Business or the Property, its owners, officers, agents, volunteers, employees, or otherwise.

To participate in any, or all of the activities, I hereby agree to release the Property and the Business, any of its owners, officers, agents, volunteers, employees, or trainers; and their agents or employees from liability due to any negligence whatsoever. I shall bring no claims, demands, actions, and causes of action, and/or litigation against the Business or the Property, or any of their owners, agents, volunteers, employees, or trainers and their agents or employees for any pecuniary and non-pecuniary losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward or my horse in relation to the premises and operations of these stables, including while riding, handling, or otherwise being near the horses owned by or in the care, custody and control of SANTA STABLES, INC. The parties agree that the Business and trainers shall be entitled to all costs and expenses associated with enforcement of the provisions of this Agreement including, but not limited to, reasonable attorney's fees. This contract can only be modified in a written agreement that has been signed by all parties. This Agreement shall extend to and be binding upon the parties, and the estate, heirs, personal representatives and any other representative, successors and assigns of the parties. Further, this agreement shall be considered continuing in nature beyond the date ascribed herein so long as the participant engages in the participated activities.

5. PARTICIPANT GUARANTEE OF HEALTH COVERAGE AND HEALTHINESS

I represent, assert, and covenant to SANTA'S STABLES, INC. and FERGUSON FAMILY, LLC that I have sufficient personal health, accident, and liability insurance to cover injuries or property damage that I may sustain or cause while engaging in participated activities, or any other activities on or around the Property. I affirm and assert that my child, being a minor under 18 years of age, or any other children in my custodian and/or guardianship have eligible health insurance that will cover any equine related accidents or injuries. I also warrant and affirm that I am physically able to engage in the participated activities, and I hereby assume the responsibility of physical fitness and capacity to take part, in any manner whatsoever, in the participated activities. I further certify that I am taking no medication, or under the influence of any medication, drug, alcohol, or other substance, which may adversely affect or inhibit the ability of my participation of horseback riding, pony rides, and/or tractor-drawn hay rides.

6. EMERGENCY MEDICAL TREATMENT AND OTHER PROVISIONS

In the event that emergency medical treatment is required due to illness or injury during my participation in horseback riding, pony rides, and/or tractor-drawn hay rides, I authorize the Business and/or the Property to secure and retain medical treatment, and transportation, if necessary. The authorization alluded to herein includes x-rays, surgery, hospitalization, medication, and any other treatment procedure to be deemed, by the attending physician, for the purpose of saving one's life. However, the expenses or costs incurred in such an event will be the responsibility of the participant, and not the Business or the Property. Note that this provision shall only be invoked if the participant is unable to consent for treatment.

I also agree and consent that if I am asked by owners, agents, volunteers, employees, trainers, or any other representative of the Business or the Property to halt or stop my participation in the activities and leave the premises, I will do so immediately and at time of request, and I will not hold them liable for any expenses incurred whatsoever.

I expressly agree that this Agreement is binding on my estate, heirs, next of kin, assignees, coassignees, and personal representatives, such as parents or legal guardians. I agree to the terms and conditions of this Agreement, which are set forth herein and constitute a legal agreement between me and SANTA'S STABLES, INC. and FERGUSON FAMILY, LLC, and any modifications or changes to this Agreement must be in writing and approved and signed by both myself and a representative of the Business and/or the Property. I also acknowledge that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Indiana. I agree that if any portion of this Agreement is determined to be invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same effect as the original and the balance of the agreement shall remain in full force and effect.

Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of the participated activities.

I have carefully read this Waiver/Release of Liability, Assumption of Risk, and Indemnity Agreement, and fully understand, agree, and consent to its terms and conditions. I understand that I have given up a substantial right by signing this agreement. I also assert and certify that I am not under the influence of any medication, drug, alcohol, or other substance that may affect my ability to read, understand, and agree to this Agreement. Furthermore, I am aware of its legal consequences and have signed it freely and voluntarily without any inducement, assurance, or guaranty being made to me. Do not sign if you do not understand or agree in full with the terms and conditions set forth herein. I intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Participant's Name: _____

Date: / /

Participant's Signature: _____

Participant's DOB: _____

Phone Number: _____

Street Address: _____

City, State, and Zip: _____

If Applicable,

Parent/Legal Guardian Name: _____

Date: / /

Parent/Legal Guardian Signature: _____

Witness Signature: _____

Date: / /