

**PARTICIPANT AGREEMENT, LIABILITY RELEASE, AND ACKNOWLEDGMENT OF RISK
FOR ACTIVITIES AT HORSE PENS 40**

In consideration of the services of Horse Pens 40, the Schultz family, and their staff, agents, owners, officers, volunteers, participants, employees, and all other entities acting in any capacity on their behalf (hereinafter collectively referred to as Horse Pens 40), I hereby agree to release and discharge Horse Pens 40 and the Schultz family on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that entering the property known as Horse Pens 40 entails known, unknown, and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to my children, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities.

The risks include, among other things:

- The hazards of crossing and walking on uneven terrain;
- Being struck by rockfall, treefall, or other objects dislodged or thrown from above;
- The use of steps, walkways, bridges, and any other structure or equipment, including structural or equipment failure;
- The risks of injury or falling while climbing, walking, camping, or during any other activity;
- The risks of exposure to poison ivy, or exposure to insect bites or bee stings, or other injuries inflicted by animals, insects, reptiles, or plants;
- The potential for human error by staff, guides, or others, which causes injury or damage.
- My own or my child's physical condition, and the physical exertion associated with these activities;
- And many other hazards and risks both known and unknown.

2. I expressly agree and promise to accept and assume all of the risks existing in any activity I or my minor children may participate in at Horse Pens 40. My or my children's participation in any activity is purely voluntary, and I elect to participate and to allow my child to participate in these activities in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Horse Pens 40 and the Schultz family from any and all claims, demands, or causes of action, which are in any way connected with my or my child's participation in this activity or my or my child's use of Horse Pens 40 property, equipment or facilities, including any such claims which allege negligent acts or omissions of Horse Pens 40 and/or the Schultz family

4. Should Horse Pens 40 and/or the Schultz family or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I or my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage that myself or my child may cause or suffer. I further certify that I and my child have no medical or physical conditions which could interfere with my or my child's safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against Horse Pens 40 and/or the Schultz family, I agree to do so solely in St. Clair county, in the state of Alabama, and I further agree that these statements shall apply in that action without regard to the conflict of law rules of that state.

7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or any property is damaged during my or my child's participation in any activity at Horse Pens 40, I may be found by a court of law to have waived my right to maintain a lawsuit against Horse Pens 40 and the Schultz family on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I voluntarily agree to be bound by all of its terms.

Signature: _____ Print Name: _____

Address: _____ Phone: _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION FOR MINORS

A copy is required from EACH parent or guardian on behalf of any minor who will not be accompanied by a parent or guardian.

In consideration of _____ (print minor's name) ("Minor") being permitted by Horse Pens 40 and the Schultz family to participate in its activities and to use its property, equipment and facilities, I further agree to indemnify and hold harmless Horse Pens 40 and the Schultz family from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor. This is in addition to the above section, PARTICIPANT AGREEMENT, LIABILITY RELEASE, AND ACKNOWLEDGMENT OF RISK FOR ACTIVITIES AT HORSE PENS 40, that I have both read and understood, and I agree to be bound by all of these terms, in both sections.

I hereby certify that I am the parent or guardian of the above named Minor. I have had sufficient opportunity to read this entire document, have read and understood it, and I voluntarily agree to be bound by all of its terms.

Signature: _____ Print: _____ Relation: _____ Date: _____

NOTICE: --- If this document is altered or incomplete, the above minor will be denied entry to the park .