

## HOLLOWAY LESSONS AND TRAINING, LLC

Meggan & Jess Holloway  
770 McReynolds Road  
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(406) 763-4113

**CAUTION:** By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
Today's Date \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

I, as a participant in an equine activity, recognize that Holloway Lessons and Training, LLC, Meggan Holloway and Jess Holloway (hereinafter collectively referred to as "Holloways") make every effort to provide a safe and enjoyable experience at the property located at 770 and 840 McReynolds Road (hereinafter referred to as the "Property"), the surrounding area, and while I am participating in equine activities at other facilities and locations. However, riding horses, being around horses, being in the barn, barnyard, arena, and other out-buildings, being around machinery, equipment, and other objects, and participating in activities at Holloways and the surrounding areas by their very nature include risks up to and including serious injury or death which simply cannot be eliminated without jeopardizing the essential qualities of the activities.

**Hazards and Risks:** I understand that hazards at Holloways and conditions of nature may pose a risk to my safety while participating in the above listed activities or while just being on the Property. These hazards include but are not limited to: inclement weather, thunder and lightning, wind, temperature and all other weather conditions; risk of cold and heat related injuries including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration, fatigue, chill, dizziness; attack by or encounter with wild and domestic animals, insects and reptiles (including snakes); irregular footing on wild land or on natural or groomed surfaces inside or outside of buildings; natural and man made obstacles for the purpose of jumping.

If I am riding horses or around horses, I am aware that horses are much bigger, faster, and stronger than a person and have minds of their own. No horse is a completely safe horse. Without warning they can run, kick, buck, bite, bump, shy, stumble, rear, trample, fall, jump, fight with other horses, butt, step on a person's feet, and, make unpredictable movements, all without

warning or apparent cause. Any of these actions may result in injury or death to a person engaging in equine activities. Because of the inherent risks of riding horses to the safety of unborn children, I acknowledge that Holloways advises pregnant women not to ride horses.

Holloways' facilities includes jumps and a cross country field. I acknowledge that jumping on horseback is an activity that carries additional risks due to the nature of jumping horses over obstacles and horses' unpredictable reactions to the same. Horses may suddenly refuse to jump, spook, shy, fall, stumble, trip, jump, rear, trip, buck, and otherwise make unpredictable movements due to jumps or efforts to make a horse jump. I understand that Holloways recommends that I wear a safety vest while I am jumping in the cross country field for safety. Even if I wear a safety vest, I acknowledge that jumping is a dangerous activity with inherent risks.

I acknowledge that I am required to wear footwear specific to horseback riding with heels and hard soles ("riding sneakers" are acceptable) while engaging in any activity with horses. All persons under the age of 18 and those persons participating in any jumping activity (including cavalletti exercises) MUST wear an ASTM/SEI approved helmet with a properly adjusted and fastened safety harness while riding. By otherwise refusing a helmet I understand that I have been fully warned and advised by Holloways of the risks of injury or death by not wearing a helmet.

I understand the risks of working with other livestock, including but not limited to cattle, while at Holloways. Cattle are much bigger, stronger, and faster than I am and have minds of their own. They may cause horses to react in unpredictable ways when they are herding, roping, or in the vicinity of cow(s). I understand that in participating in activities at Holloways that I may be in the presence of cattle and acknowledge that working cows while on the ground or on horseback includes all the above enumerated risks relative to equines.

#### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration for being permitted to participate in any way in activities provided by Holloways, it's agents, affiliates, or partners, I, on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouse and assigns, hereby acknowledge and agree that:

1. I am voluntarily using the services, facilities, and equipment of Holloways and have made a free and deliberate choice to sign this agreement. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure engaging in equine activities. I consider myself or my child physically and mentally capable of participating in all the activities I choose to participate in and have notified Holloways of any medications or conditions that would affect my ability to participate.
2. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property,

WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, Holloways and any of Holloways' officers, directors, employees, representatives, agents, independent contractors and volunteers (hereinafter the "Releasees").

3. I agree to INDEMNIFY, DEFEND, SAVE and RELEASE the Releasees, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for death, personal injury, property damage, disability, illness, disease, or damage to me or to spectators or other third parties arising from ANY NEGLIGENCE or FAILURE TO EXERCISE REASONABLE CARE of the Releasees or otherwise.
4. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.
5. I EXPRESSLY ASSUME the risk of death, injury or damage that may result from any of the listed or other unlisted, known or unknown, natural or man-made hazards with dangers associated with my participation in activities provided by or associated with the Releasees.
6. I expressly agree that this Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement is governed by the laws of the State of Montana and is intended to be as broad and inclusive as is permitted by Montana law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. Any suit that I may bring against the Releasees must be brought in Montana state courts.
7. I agree the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

**BY SIGNING THIS DOCUMENT I MAY BE WAIVING MY LEGAL RIGHT TO A JURY TRIAL, TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES I MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE OR FOR INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY THAT ARE THE RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE.**

\_\_\_\_\_  
Signature of Participant (or parent or legal guardian if under 18)

\_\_\_\_\_  
Date