

WAIVER AND HOLD HARMLESS AGREEMENT

I (WE) UNDERSTAND THAT MICHAEL L. SCHWEISS AND JULIE SCHWEISS (THE "OWNERS") ARE THE OWNERS OF CERTAIN RECREATIONAL PROPERTY INCLUDING BUT NOT LIMITED TO HORSES, REAL PROPERTY, DWELLINGS AND IMPROVEMENTS, AND PERSONAL PROPERTY ITEMS ("RECREATIONAL PROPERTY"), LOCATED IN RENVILLE COUNTY, MINNESOTA.

I (WE) UNDERSTAND AND ACKNOWLEDGE THAT A HORSE MAY, WITHOUT WARNING OR ANY APPARENT CAUSE, BUCK, STUMBLE, FALL, REAR, BITE, KICK, RUN, MAKE UNPREDICTABLE MOVEMENTS, SPOOK, JUMP OBSTACLES, STEP ON A PERSON'S FEET OR BODY, PUSH OR SHOVE A PERSON, STRIKE WITH EITHER ITS FRONT OR HIND FEET OR LEGS, AND SADDLES, BRIDLES AND ANY OTHER EQUIPMENT MAY LOOSEN AND/OR BREAK - ALL OF WHICH MAY CAUSE THE RIDER TO FALL, BE JOLTED, BECOME SERIOUSLY INJURED OR KILLED. I (WE) ACKNOWLEDGE THAT HORSEBACK RIDING, ANY OTHER ACTIVITY THAT TAKES PLACE AROUND HORSES IS A DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND DEATH, BECAUSE OF THE UNPREDICTABLE NATURE AND IRRATIONAL BEHAVIOR OF HORSES, REGARDLESS OF THEIR TRAINING, SIZE, AGE AND PAST PERFORMANCE.

IN CONSIDERATION OF THE USE OF THE RECREATIONAL PROPERTY, I (WE) THEREFORE AGREE THAT, ABSENT WILLFUL MISCONDUCT BY THE OWNERS, I (WE) WAIVE, RELEASE AND DISCHARGE ALL CLAIMS OF LIABILITY OR CAUSE OF ACTION, AND WILL NOT ASSERT ANY CLAIM OF LIABILITY (SUCH AS COMMENCING A LAWSUIT) AGAINST THE OWNERS, OR AGAINST ANY ENTITY OWNED IN WHOLE OR IN PART BY THE OWNERS, IN THE EVENT OF AN ACCIDENT OR MISHAP WHICH RESULTS IN PERSONAL INJURY TO, DEATH OF, OR PROPERTY DAMAGE LOSS BY ME (US), MY SPOUSE, MINOR CHILDREN, HEIRS, PERSONAL REPRESENTATIVE, ASSIGNS OR ANY GUEST OR INVITEE (OR THEIR REPRESENTATIVE) OF MINE (OURS).

I (WE) UNDERSTAND THAT IT IS RECOMMENDED THAT ALL RIDERS OF HORSES WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE, AND HAS BEEN OFFERED FOR MY (OUR) OWN SAFETY. I (WE) DECLINE TO WEAR A HELMET. (PLEASE INITIAL HERE): _____

IN CONSIDERATION OF THE USE OF THE RECREATIONAL PROPERTY, I (WE) ACCEPT FULL RESPONSIBILITY FOR ALL RISK TO PERSONAL SAFETY AND WELFARE INCLUDING DANGER OF INJURY OF DEATH INHERENT IN THE HANDLING OR RIDING OF HORSES, OR THE USE OF SADDLES, BRIDLES, EQUIPMENT OR GEAR PROVIDED BY THE OWNERS, AND I (WE) AGREE TO ASSUME THE RISK OF ALL DAMAGE, LOSS, COSTS, AND EXPENSE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE OWNERS, OR ANY ENTITY OWNED IN WHOLE OR IN PART BY THE OWNERS.

I (WE) EXPRESSLY AGREE THAT THIS WAIVER AND HOLD HARMLESS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA, IF ANY PORTION OF THIS AGREEMENT IS JUDICIALLY DETERMINED INVALID, THAT INVALIDITY WILL NOT AFFECT THE REMAINING PORTIONS OF THIS AGREEMENT.

I (WE) AGREE THAT THIS AGREEMENT IS A LEGALLY BINDING CONTRACT, AND IF A LAWSUIT IS FILED AGAINST THE OWNERS, OR AGAINST ANY ENTITY OWNED IN WHOLE OR IN PART BY THE OWNERS, THAT I (WE) WILL PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE OWNERS, OR ANY ENTITY OWNED IN WHOLE OR IN PART BY THE OWNERS, IN DEFENDING SUCH CLAIMS, ACTIONS AND/OR LAWSUITS.

I (WE) HAVE READ THIS WAIVER AND HOLD HARMLESS AGREEMENT. I (WE) UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I (WE) AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I (WE) MAY HAVE AGAINST THE OWNERS, OR ANY ENTITY OWNED IN WHOLE OR IN PART BY THE OWNERS. I UNDERSTAND THAT THIS IS A PROMISE NOT TO SUE. I (WE) HAVE CONCLUDED THAT THE RISKS INVOLVED, AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE PLEASURE OF USING AND ENJOYING THE OWNERS' RECREATIONAL PROPERTY.

_____ DATED: _____, 20_____

**WAIVER AND HOLD HARMLESS AGREEMENT
SIGNATURE PAGE FOR
PARENT/GUARDIAN WAIVER -FOR MINOR**

I, _____, ACTING AS A PARENT, NATURAL GUARDIAN OR LEGAL GUARDIAN OF _____ (HEREINAFTER "MINOR"), HEREBY AFFIRM THAT I HAVE READ THIS AGREEMENT, AND I UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS AGREEMENT IS A RELEASE OF ALL CLAIMS FOR INJURY, DEATH AND PROPERTY DAMAGE. I UNDERSTAND AND CONSENT TO THE TERMS ON BEHALF OF MYSELF AND THE MINOR, AND I AGREE TO INDEMNIFY AND HOLD HARMLESS THE OWNERS FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS INCURRED BECAUSE OF ANY DEFECT IN OR LACK OF CAPACITY TO ACT ON BEHALF OF THE MINOR IN EXECUTING THIS AGREEMENT. I HAVE READ AND EXECUTED THIS AGREEMENT, AND INTERPRETED ALL PROVISIONS, INCLUDING ALL MEDICAL DISCLAIMERS ON BEHALF OF THE MINOR.

PARENT GUARDIAN SIGNATURE: _____

PRINTED NAME: _____ DATE: _____, 20_____