

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Talsma's Trail Park LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TTP", I hereby agree to release, indemnify, and discharge TTP, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Trail Riding with Horses, ATVs and UTVs activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the possibility of rough terrain, slips and falls; passengers can be jolted, jarred, bounced around, thrown about and otherwise shaken during rides; collision with vehicles, other ATVs or UTVs, fixed or movable objects; hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; traveling to and from activity locations raises the possibility of any manner of transportation accidents; a horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse; horses may do such things as bite, kick, buck, lie down, or stumble; saddles may slip and other tack or saddle problems may develop as a result of normal use and wear; your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether manmade or natural; riding a horse requires the participant to balance on the saddle; saddle girths and saddle fasteners around horse's belly might loosen during a ride; if a rider notices this, he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the horse; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, TTP personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a properly fitted and secured DOT or SNELL certified helmet while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TTP from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TTP equipment or facilities, **including any such claims which allege negligent acts or omissions of TTP.**
4. Should TTP 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 may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against TTP, I agree to do so solely in the state of South Dakota, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TTP on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at TTP. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s) and DOB(s)) _____

_____ being permitted by TTP to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TTP from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____

PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, the undersigned, have been fully warned and advised by Talsman's Trail Park LLC (hereinafter collectively referred to as "TTP"), that I should wear a properly fitted and secured DOT and/or or SNELL certified helmet while riding or being around all-terrain vehicles ("ATV's") or utility-terrain vehicles ("UTV's") (whether on the premises or off of the TTP premises) in order to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of TTP and numerous court cases I am refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear and I cannot sign on their behalf to waive the requirement.

I, the undersigned, have read the foregoing statement carefully before signing and do understand its warning.

Name of Rider

Date

Signature of Rider

Date