

Z Cross Ranch

Equine Activity Waiver

Release of Liability Agreement

This Release of Liability Agreement ("Agreement") is entered into on this date _____

by and between Z Cross Ranch ("Instructor") known as _____ in this article

and _____ ("Participant").

1. Acknowledgment of Risks

I, the undersigned Participant, understand and acknowledge that horseback riding and related activities, including but not limited to riding lessons, trail rides, skijoring (skiing while being towed by a horse), horse training, horsemanship, and horse rentals for photography or other purposes, carry inherent risks. These activities involve potential risks of bodily injury, property damage, and even death. Unique risks related to horse rentals for photos include but are not limited to the horse's reaction to unfamiliar objects, sudden movements, or props. The unpredictable nature of horses, as well as other risks associated with outdoor settings, increases the potential for harm.

2. Assumption of Risks

By signing this Agreement, I accept and assume all risks associated with horseback riding, skijoring, horse rentals for photos, and related activities, whether known or unknown, and I voluntarily engage in these activities, understanding the potential hazards.

3. Release and Waiver of Liability

To the fullest extent permitted by law, I hereby release, waive, discharge, and covenant not to sue Z Cross Ranch; her employees, agents, representatives; Brian and Ashley Zwahlen (property owners) and Big Canyon Ranch Inc.; and affiliated entities from any and all claims, actions, damages, liabilities, costs, or expenses of any kind arising out of or in any way connected to my participation in horseback riding, skijoring, or related activities.

4. Indemnity Agreement

I agree to indemnify and hold harmless Z Cross Ranch, Brian and Ashley Zwahlen, Big Canyon Ranch Inc., and their affiliates from any and all claims, damages, injuries, or expenses arising from or related to my own actions, omissions, or negligence while participating in these activities.

5. Liability for Veterinary Costs Due to Negligence

I understand that following the safety instructions and rules provided by Karin Zehm and her agents is essential for the welfare of the horses. If I, the Participant, blatantly disregard these instructions or rules, and this behavior results in harm or injury to a horse, I agree to be liable for 25% of the veterinary costs incurred as a result of such injury.

6. Medical Treatment Consent

In the event of an emergency, I give permission to Z Cross Ranch, Brian and Ashley Zwahlen, Big Canyon Ranch Inc., and any of their agents to seek necessary medical treatment on my behalf. I understand that I am responsible for any medical expenses incurred.

7. Safety Acknowledgment and Helmet Use

I agree to follow all safety instructions and regulations provided by Z Cross Ranch. I understand that while wearing a certified riding helmet is strongly recommended for horseback riding and related activities, skijoring participants are also encouraged to wear safety gear appropriate for skiing (e.g., ski helmets and goggles). The decision to wear such protective equipment is at my own discretion. I assume full responsibility for this choice and any resulting consequences from not wearing protective gear.

8. Governing Law

This Agreement shall be governed by the laws of the state of Utah, and any disputes arising from this Agreement shall be resolved in Utah courts.

I have carefully read and fully understand this Release of Liability Agreement and agree to be bound by its terms. I am signing it freely and voluntarily.

Participant's Signature: _____

Date: _____

Parent/Guardian Signature (if Participant is under 18):

Printed Name: _____

_____ Date: _____