

Out West Inc.

Buffalo, MN

WAIVER OF LIABILITY

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, ILLNESS, DEATH OR PROPERTY DAMAGES, FOR ANY REASON.

1. I ACKNOWLEDGE THAT horseback riding is an inherently dangerous activity and involves risks that may cause injury, despite a horse's past performance or training, or skills of the rider.
2. I ACKNOWLEDGE THAT OutWest, Inc. cannot prevent anyone from becoming exposed to, contracting, or spreading COVID-19 or any other contagious disease while on our premises.
3. I ACKNOWLEDGE THAT OutWest, Inc. cannot prevent damage or theft to property, including tack, equipment, vehicles, trailers, and horses while on the premises.

ASSUMPTION OF RISK: I have read and understand the above warnings concerning the risks of entering OutWest premises, the risks of participating in OutWest events and lessons.

For myself and/or my children, I hereby choose to accept the risk of personal injury, damage or loss of property, and risk of contracting contagious disease in order to enter OutWest premises and participate in OutWest events. These events are of such value to me [and/or to my children,] that I accept these risks.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against OutWest, Inc. and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with personal injury, damage or loss of personal property, exposure, and infection, and/or spread of COVID-19 related to utilizing OutWest services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and I give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of Minnesota will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Signature: _____ Date: _____

Name (printed): _____

I am the parent or legal guardian of the minor named below. I have the legal right to consent to the terms of this agreement on behalf of the minor.

Minor Name (printed): _____ Date: _____

Parent / Legal Guardian Signature: _____