



TRIPLE RANGE RANCH
BOZEMAN, MONTANA

ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN EQUINE ACTIVITY.

TRIPLE RANGE RANCH DOES NOT GUARANTEE YOUR SAFETY.

NAME: _____ DATE OF BIRTH: _____

ADDRESS: _____

EMAIL: _____ PHONE #: _____

WARNING: Under Montana Law, an equine activity sponsor or an equine professional is not liable for an injury or death of a participant engaged in an equine activity resulting from risks inherent in equine activities. Montana Code Annotated 27-1-725 through 27-1-727.

Montana Equine Activity Liability Act [Section 27-1-726(7)]

(7) "Risks inherent to equine activities" means dangers or conditions that are an integral part of equine activities, including but not limited to:

- (a) the propensity of an equine to behave in ways that may result in injury or harm to or the death of persons on or around the equine;
- (b) the unpredictability of an equine's reaction to such things as medication, sounds, sudden movement, and unfamiliar objects, persons, or other animals;
- (c) hazards, such as surface and subsurface ground conditions;
- (d) collisions with other equines or objects; or
- (e) the potential of another participant to not maintain control over the equine or not act within the person's ability.

I understand that horses can be very dangerous. I understand and acknowledge that mounting, dismounting, riding, care, handling, and just being in the presence of horses or other animals carries certain obvious and non-obvious inherent risks. Such risks include but are not limited to:

Mild or severe injury, loss of life, bites, kicks, abrasions, contusions, being thrown or bucked off of horses or other animals, scratches or other injury that occur from stalls, enclosures, or other items used to contain horses, scratches or other injury from equine tack, grooming tools, etc., allergic reactions, tripping, slipping, and falling.

I understand and acknowledge that such risks may also cause injury to my animal(s) and/or property damage to my personal property. I knowingly assume all risks, known or unknown, in any related to my and my animal(s) use of Triple Range Ranch, its facility, equipment, and animals.

INITIALS: _____



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I understand that hazards at Triple Range Ranch and conditions of nature may pose a risk to my safety while participating in equine activities and/or additional activities around the property. These hazards include but are not limited to: inclement weather, thunder and lightning, wind, temperature fluctuations, and all other weather conditions; risk of cold and heat related injuries including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, dehydration, fatigue, chill, dizziness; irregular footing on wild land or on natural or groomed surfaces inside or outside buildings, natural and man-made obstacles for the purposes of rodeo, activity or sport.

Montana Equine Activity Liability Act [Section 27-1-726(2)]

AN EQUINE PARTICIPANT SHALL ACT IN A SAFE AND RESPONSIBLE MANNER AT ALL TIMES TO AVOID INJURY TO THE PARTICIPANT AND OTHERS AND TO BE AWARE OF RISKS INHERENT WITH EQUINE ACTIVITY.

I understand and agree that I am responsible for my and my animal(s) participation and that a rider's safety, while on or around a horse, will largely depend on his or her ability to control the horse.

I acknowledge that Triple Range Ranch has advised and fully warned that I should always wear protective headgear while on or around horses. I acknowledge that always wearing such headgear while engaged in equine activities may reduce the severity of injury and may even prevent death. Triple Range Ranch recommends that I wear an ASTM/SEI approved helmet with a properly adjusted and fastened safety harness while riding and participating in equine activities. I acknowledge that all riders under the age of 18 MUST wear protective headgear at all times while engaged in equine activities while on the property of Triple Range Ranch.

I acknowledge that I am required to wear footwear specific to horseback riding with heels and hard soles while engaging in equine activities while at Triple Range Ranch.

I acknowledge that Triple Range Ranch has made no representations as to the safety of any horse, equipment, structure, or riding equipment on the property.

I acknowledge that Triple Range Ranch has notified me of the inherent risk and danger of equine activity, all of which risks are assumed by me. I voluntarily and intentionally execute this Release and agree to its terms.

I understand and acknowledge that due to the inherent risks of equine activities and being around or near livestock for both a mother and unborn child, Triple Range Ranch advises pregnant women to refrain from any and all equine activities.

I understand that if while my animal is in custody of Triple Range Ranch, I am still responsible for all veterinary costs necessary for my animal(s). I understand and acknowledge that accidents happen, and that Triple Range Ranch and its owners, sponsors, agents, employees, contractors, assistants and volunteers are not liable for any injuries, including mortal injury to my animal(s), myself, my family members, or my guests in connection with my/their participation in any activity at Triple Range Ranch.

INITIALS: _____



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I hereby waive any claims that I have, or which I may later have against Triple Range Ranch and its owners, sponsors, agents, employees, contractors, assistants and volunteers in any way that relates to my participation in any activity at Triple Range Ranch. I further release and discharge Triple Range Ranch and its sponsors, agents, principals, employees, assistants, volunteers, contractors, representatives, and assigns from any and all claim or liability for injury to myself, my animal(s), my family members, or my personal property arising out of any activity at Triple Range Ranch.

This agreement is binding on myself, my child, personal representatives, spouse, next of kin, executors, heirs, and assigns. I agree that I will defend, indemnify, and hold harmless, Triple Range Ranch and all agents listed above against all claims, demands, and causes of action, including but not limited to court costs and attorney fees arising from any preceding or lawsuit brought by me, or prosecuted on my behalf, in which this release is upheld. I acknowledge that I have read this release of liability, know, and understand its contents.

By entering in to this Agreement, I am not relying on any oral or written representations or statements made by the Releasees, other than what is set forth in the Agreement.

All guests of Triple Range Ranch MUST sign this waiver prior to engaging in any activity on the ranch, including but not limited to equine activities, walking, etc. You must sign this document to be on the property. In case of minor, parent or legal guardian must sign on behalf of minor.

BY SIGNING THIS DOCUMENT, YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDOR LEGALLY RESPONSIBLE FOR ANY INJURY OR DAMAGES RESULTING FROM THE RISKS INHERENT IN EQUINE ACTIVITIES OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDOR'S ORDINARY NEGLIGENCE THAT ARE A RESULT OF THE PROVIDOR'S FAILURE TO EXERCISE REASONABLE CARE.

PRINT NAME: _____

If a minor, name of Parent or Legal Guardian: _____

SIGNATURE: _____

DATE: _____

INITIALS: _____