

Waiver and Informed Consent Agreement

High Desert Station, Inc.

This Waiver and Informed Consent Agreement ("Agreement") is made and entered into this 8th day of September, 2018, ("Effective Date") by _____ ("Participant") for the benefit of High Desert Station, Inc., ("Facility"). This Agreement supersedes all previous agreements and understanding between the parties. Facility and Participant hereinafter may be referred to respectively as "Party" or jointly as "the Parties".

RECITALS

Facility is the operator of a multi-sports and entertainment facility in the City of Star, ID known High Desert Station Event Center.

Facility has the power and authority to license the use thereof to others for the purpose of holding and presenting certain events.

Participant desires to use the Facility for the purpose of Boise Pony Club Jumper Show ("Event"), all subject to the terms and conditions set forth under a separate agreement between the Parties.

Participant will forever waive and release Facility against claims arising during Participant's use of the Facility.

NOTICE

Read this Agreement before signing. Signing this Agreement affirms that you have read it and understand it in its entirety. The Equine Activity Liability laws of the State of Idaho, Title 6 Chapter 18 §6-1802, state among its statutory provisions that "Except as provided in subsections (2) and (3) of this section, an equine activity sponsor or an equine professional shall not be liable for any injury to or the death of a participant or equine engaged in an equine activity." By signing this Agreement you are giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage, arising out of your riding or use of the owner's horse and/or participation in equine activities at Facility, including injury, death, or property damage arising out of the negligence of you or Facility.

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in equestrian-related activities including but not limited to, riding or authorization check rides, horse-handling, ground crew, mounted games and combat, marshalling, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by Facility.

_____ I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved.

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_____ In consideration for my being permitted to take part in these activities, I agree to be bound by the rules of Facility and to obey the directions of the marshals and other governing officials of the activities.

_____ By signing this Agreement I hereby acknowledge that although there may be supervision during my time spent at Facility, there may not be a nurse or emergency personal on the premises and Facility and its principals and agents bear no responsibility for my health or medical care.

_____ In the event of any disagreements or disputes arising from my taking part in these activities, I agree to submit such disagreements or disputes to a board of arbitration appointed by Facility and to abide by any decisions reached by such board.

_____ I agree to release, hold harmless, and keep indemnified Facility its organizers and agents, officials, servants, and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of Facility or any of its agents, servants, or representatives.

_____ It is understood and agreed that this Agreement is to be binding upon myself, my heirs, executors and assigns under the laws of the State of Idaho related to Equine Activity Liability.

_____ I understand that this is a legal document. I have read and understood this release and I understand all its terms. I execute it voluntarily and with full knowledge of its meaning and significance.

I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

I have carefully read and initialed each paragraph listed above and understand its contents.

Name (print) _____

Signature _____

Dated _____

Street Address _____

City _____ Zip _____

Phones (H) _____ (W) _____

Emergency _____

Participant/Parent/Guardian _____

Dated _____

Name (print) _____