

LIABILITY WAIVER AND RELEASE AGREEMENT

Event: Brush Springs Celebrating Horses, and Community Caring

Date: June 29, 2024

Location: Brush Springs, llc, 337814 E 1060 RD, McLoud, OK 74851

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT.

In consideration for being allowed to participate in any way in the Brush Springs, llc event and related activities, the undersigned acknowledges, appreciates, and agrees to the following:

1. Acknowledgment of Risk:

- I acknowledge that participation in equine activities involves inherent risks including, but not limited to, the propensity of equines to behave in dangerous ways that may result in injury to participants, the unpredictability of equines' reactions to sounds, sudden movements, unfamiliar objects, persons, or other animals, hazards, surface and subsurface conditions, and collisions with other animals or objects.

- I acknowledge that I have been fully informed of the inherent risks associated with equine activities and that I voluntarily assume all risks and dangers of injury to myself, or my property.

2. Waiver and Release:

- I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, waive, discharge, and covenant not to sue Brush Springs LLC, its owners, employees, agents, volunteers, and any other participants (collectively, the "Releasees") from any and all claims, demands, losses, and liability arising out of or related to any injury, disability, death, or loss or damage to person, or property incurred due to my participation in the event, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

3. Indemnification:

- I agree to indemnify and hold harmless the Releasees from any and all liabilities or claims made by other individuals or entities as a result of my actions or the actions of my horse during the event.

4. Medical Treatment:

- I consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during the event. I agree to bear the costs of any medical treatment provided.

5. Oklahoma Equine Activity Liability Act:

- Pursuant to the Oklahoma Equine Activity Liability Act, 76 O.S. §50.3, I understand that an

equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

6. Assumption of Risk:

- I understand that this event includes activities that may pose significant risks. I voluntarily participate in these activities with full knowledge of the dangers involved and agree to accept any and all risks of injury, death, or damage to property or horse.

7. Photographic Release:

- I grant and convey to Brush Springs Stables LLC all rights, title, and interest in any and all photographs, video, or audio recordings of me and my horse made during the event, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

8. Miscellaneous:

- I agree that this waiver and release shall be governed by and construed in accordance with the laws of the State of Oklahoma and that any legal action or proceeding related to this waiver and release shall be brought exclusively in the state or federal courts located in Oklahoma.

- If any portion of this waiver and release is deemed invalid, the remaining portions shall remain in full force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Name: _____

Signature: _____

Date: _____

Parent/Guardian's Signature (if participant is under 18): _____

Date: _____