

ACKNOWLEDGMENT OF RISK, LIABILITY WAIVER, AND RELEASE AGREEMENT



Wagoner Training LLC, Amber Wagoner & Cody Toyne
8 Lively Ln., Melrose, Montana

This Agreement applies to Wagoner Training LLC and all owners, employees, trainers, assistants, agents, contractors, partners, members, lessees, and affiliates (collectively referred to as “**Owners**”).

Participant/Guest Name: _____

Address: _____

Phone: _____

This agreement is entered into on behalf of the Participant and any accompanying minor(s).

1. ACKNOWLEDGMENT OF INHERENT RISKS

Participant understands that ranch, livestock, and equine activities involve **inherent risks that may result in serious injury, illness, or death.**

These risks include, but are not limited to:

- Horses and livestock behaving unpredictably
- Being kicked, bitten, thrown, stepped on, or dragged
- Sudden movements, noises, or reactions by animals
- Uneven terrain, mud, ice, rocks, rivers, and natural obstacles
- Weather conditions including heat, cold, storms, and wind
- Ranch hazards including fences, gates, barns, equipment, vehicles, and structures
- Use of horses, tack, ranch equipment, ATVs, trucks, and trailers
- Activities including horseback riding, horse training, driving horses, cattle work, and trail riding

Participant understands that **horses and livestock are unpredictable animals** and that even well-trained animals may cause injury.

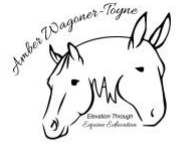
Participant acknowledges that accidents can occur despite reasonable care.

2. ASSUMPTION OF RISK

Participant **voluntarily assumes all risks**, known and unknown, associated with entering the property and participating in any ranch or equine activity.

Participant accepts full personal responsibility for any injury, illness, death, or property damage that may occur.

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3. RELEASE OF LIABILITY

To the fullest extent permitted by law, Participant **releases, waives, and discharges** Amber Wagoner, Cody Toyne, Wagoner Training LLC, and all associated persons or entities from **any and all claims, liability, damages, or causes of action** arising out of participation in activities or presence on the property.

This release includes claims resulting from **negligence**, except where prohibited by law or involving gross negligence or intentional misconduct.

4. INDEMNIFICATION

Participant agrees to **indemnify, defend, and hold harmless** the Owners from any claims, demands, damages, or expenses (including attorney fees) resulting from:

- Participant's actions
- Participant's negligence
- Participant's violation of ranch rules or instructions
- Any claim brought on behalf of a minor accompanying the Participant

5. SAFETY RESPONSIBILITIES

Participant agrees to:

- Follow all instructions and safety rules provided by Owners
- Remain alert and exercise reasonable caution
- Use appropriate safety equipment when advised, including helmets for riders under 18
- Wear blaze orange during hunting season when advised

Failure to follow safety recommendations is at Participant's own risk.

Owners reserve the right to **terminate participation or remove any person from the property** if safety concerns arise.

6. MEDICAL AUTHORIZATION

Participant authorizes Owners to obtain **emergency medical treatment** if necessary. Participant accepts responsibility for all medical costs incurred.

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Participant confirms they are physically capable of participating in ranch or equine activities unless disclosed below.

Medical conditions: _____

Allergies: _____

7. PERSONAL PROPERTY

Participant is responsible for the security and safety of their personal belongings. Owners are not responsible for lost, stolen, or damaged property.

8. PHOTO AND MEDIA RELEASE

Participant grants Wagoner Training LLC permission to use photographs, video, or audio recordings taken during activities for lawful promotional or educational purposes.

9. SEVERABILITY

If any part of this agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

10. MONTANA EQUINE ACTIVITY LIABILITY NOTICE

Under **Montana Code Annotated 27-1-725 through 27-1-728**, an equine activity sponsor or professional is not liable for injuries resulting from the inherent risks of equine activities except in specific circumstances defined by law.

Participant acknowledges that they have read and understand this statute.

PARTICIPANT AGREEMENT

I HAVE READ AND UNDERSTAND THIS AGREEMENT.
BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN LEGAL RIGHTS.

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Participant Name: _____

Signature: _____

Date: _____

MINORS

Name of Minor: _____

Parent/Guardian Signature: _____

Name of Minor: _____

Parent/Guardian Signature: _____

EMERGENCY CONTACT

Name: _____

Phone: _____

Accepted by Wagoner Training LLC

Amber W. Wagoner

Signature: _____

Date: _____