

WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

• PLEASE READ CAREFULLY •

WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED

TO: **PEGASUS STABLES**, and employees, representatives, officers and agents of **Pegasus Stables**

I hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in trail rides, wagon/sleigh rides and related activities organized by **Pegasus Stables** and conducted by **Pegasus Stables** and/or Employees of **Pegasus Stables**, and in further consideration of **Pegasus Stables** allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "The Agreement").
2. I acknowledge that trail rides, wagon/sleigh rides and related activities involve **INHERENT RISKS** that may cause serious injury and possibly death to participants. I further recognize that backcountry trails, horse, wagon/sleigh ride activities involve **ADDITIONAL RISKS AND DANGERS**.
3. I fully understand the risks and dangers associated with my participation in this wagon/sleigh/trail ride and related activities and **ACCEPT SAME ENTIRELY AT MY OWN RISK**.
4. I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against **Pegasus Stables** and Employees of **Pegasus Stables** and **RELEASE Pegasus Stables** and Employees of **Pegasus Stables** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by me as a result of my participation in this wagon/sleigh or trail ride and related activity, **DUE TO ANY CAUSE WHATSOEVER** including, without limitation, negligence on the part of **Pegasus Stables** and Employees of **Pegasus Stables**. I further **AGREE TO INDEMNIFY Pegasus Stables** and Employees of **Pegasus Stables** for any and all legal fees (on a Solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
5. I appreciate This agreement applies whether **Pegasus Stables** is at fault or not and it limits the liability of Employees of **Pegasus Stables** to the same extent as it limits the liability of **Pegasus Stables** even though Employees of **Pegasus Stables** are not formal parties to This Agreement. I understand that **Pegasus Stables**, in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of Employees of **Pegasus Stables**, who shall to this extent be or be deemed to be parties of This Agreement.

I READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE Pegasus Stables OR EMPLOYEES OF Pegasus Stables AND RELEASE INDEMNITY FOR ALL CLAIMS.

PARTICIPANT'S
NAME (Please Print)

PHONE
NUMBER _____

DATE

WITNESS

SIGNATURE OF PARTICIPANT PARENT/GAURDIAN