



FIREY RANCH

20306 West 66th Street S.
Sand Springs, OK 74063
(918) 224-3737

Fireyranch.com

RELEASE FROM LIABILITY

This RELEASE FROM LIABILITY is entered into on this _____ day of _____, 20____ by and between Steven D. Firey, Firey Ranch, herein designated Owner and Manager, and _____ and if rider is a minor, Rider's parent or guardian _____ herein designated rider, in return for the use, at all designated times of Owner's Property or other Family Property, Facilities, and Services of the Owner and the Rider, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Rider is responsible for full and complete insurance coverage of his/her personal property, himself/herself, and if he or she is riding, her/her own horse, and proper coverage for the animal.
2. Rider understands that there are serious risks in and around equine activities and that an equine activity sponsor and/or an equine owner and/or equine professional and/or manager is not liable for any injury to, or death of, a rider, and/or participant in an equine activity resulting from the extreme inherent risk of equine activities.
3. **RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE ON OWNER'S AND MANAGER'S (OR FAMILY'S) PROPERTY AND FACILITIES** including without limitation to the risks of death, bodily injury, property damage, falls, kicks, and/or bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care and/or the

negligence or deliberate act of another person on the premises being an Owner and Manager or other civilian.

4. Rider understands that rider could be injured or killed or property damaged by horses or vehicles when rider is attending a horseback riding activity, even though rider may not be riding at the time of the injury, death, or damage. Rider wishes to participate in these activities knowing there are dangers. Rider accepts and assumes all risks of injury including death, to themselves or their property from whatever cause while the rider is participating in these activities. Rider represents and warrants that he or she has the authority to give this release.
5. Rider agrees to hold Owner and Manager and all successors, assigns, subsidiaries, franchises, family members, affiliates, officers, directors, employees and agents completely harmless, not liable and hereby release them from liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs, or expenses arising out of Rider's use or presence upon Owner and Manager's or adjoining Family Member's property and facilities including without limitation any alleged liabilities bases on death.
6. Rider agrees to waive the protection afforded by a statute of law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material and otherwise, which the person giving the release does not know or suspect exist at the time executing the release.
7. Rider agrees to indemnify an defined Owner and Manager (and adjoining Family Member) against, and hold harmless from any and all claims, cause of action, damages, judgments, costs or expenses including attorney's fees, which in any way arise from Rider's use or presence upon the Owner and Manager's (or Family Member's) property and facilities.
8. Rider agrees to abide by all the Owner and Manager's rules and regulations, both written and verbal, and Rider is soley responsible for using protective gear, i.e. helmet, property, sturdy clothing and boots. Owner and Manger reserve the right to refuse any rider if he or she is not properly attired or if rider refuses to wear required protective gear.
9. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmittable disease. Owner and Manager reserve the right to refuse a horse if not in proper health or is deemed dangerous or undesirable.

This Contract is non-assignable and non-transferable and is made and entered into in the State of Oklahoma, and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with State law, then that clause is null and void. When the Owner and Manager and the Rider (and Rider's parent or guardians, if Rider is a minor) sign this Contract, it will be binding on all parties subject to the before stated terms and conditions.

I have read and understand this release:

Owner's Signature _____
(& Printed)

Address and Telephone # of Rider _____

Rider's Signature _____
(& Printed)

Parent or Legal Guardian _____
(& Printed)