

**LIABILITY RELEASE AND WAIVER OF RIGHTS
FOR RIDERS AT PANTHER CREEK STABLES, INC**

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. PANTHER CREEK STABLES, LLC DOES NOT GUARANTEE YOUR SAFETY OR THE SAFETY OF YOUR HORSE.

“Me,” “Myself,” and “I,” means the adult, being at least 18 years old, who is accepting these terms and conditions on behalf of Myself and, if applicable, on behalf of a minor and/or other adult. “Minor” means the minor participant. The person actually taking part in the activity is referred to herein as “Participant” or “Rider.” The terms “Horse” and “Horses” shall refer to all equine species. “Agreement” shall mean this Liability Release and Waiver of Rights for Riders at Panther Creek Stables, INC. On behalf of Myself and all other Participants I agree as follows:

I understand and agree that the riding, training, showing, jumping, and otherwise handling of Horses, the receipt of lessons in the riding, training, showing, and jumping of Horses, and any other uses of the area, facilities, activities, or equipment, (each hereinafter an “Activity” or collectively “Activities”) of Panther Creek Stables (the “Stable”) can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.

I understand and agree that this AGREEMENT WILL APPLY WHENEVER PARTICIPANT USES ANY OF THE STABLE’S FACILITIES OR SERVICES AND REMAIN IN EFFECT AND APPLY FOR EVERY DAY A PARTICIPANT ENGAGES IN ANY ACTIVITY WITHOUT REQUIRING ME OR PARTICIPANT TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY OR YEAR, until a new release of liability and waiver of legal rights is executed by or on behalf of Me or Participant, or I revoke it in writing and that writing is accepted in writing, signed by the Stable’s authorized representative.

2. AUTHORITY OF PARENT OR LEGAL GUARDIAN. I understand and agree that by accepting this Agreement on behalf of any Participant other than Myself, I am representing and warranting that I am entitled to execute this Agreement as either the parent or legal guardian of the Participant or that I have been given the express authority and permission from the other adult Participant to accept the terms and conditions of this Agreement on each of their behalf, and further understand that by doing so I am agreeing to be personally responsible for any claims brought by any other Participant, should they refuse to accept the terms and conditions hereof, as further set forth herein.

3. EQUINE ACTIVITY LIABILITY ACT. I am advised, understand and agree Mississippi Code Annotated § 95-11-1, et seq. absolves liability for equine or livestock activity sponsors and equine or livestock professionals. The following notice is required by section 95-11-7:

WARNING:

Under Mississippi law, an equine or livestock activity sponsor or an equine or livestock professional is not liable for an injury to or the death of a participant in equine activities or livestock shows resulting from the inherent risks of equine activities or livestock shows, pursuant to this chapter.

4. ACTIVITY RISK CLASSIFICATION. Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY. I understand and agree that participating in the Activity is **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.** There are numerous

obvious and non-obvious inherent risks always present in such activity despite all safety precautions. I understand and agree that the use of the Stable's facilities involves risks including, but not limited to, wildlife encounters, falling trees and limbs, marked and unmarked obstacles, slick or uneven walking surfaces, rugged terrain, and equipment malfunction. Horseback riding can be a dangerous activity. No Horse is a completely safe Horse. Additionally, circumstances in the Horses' environment, be they natural or man-made, can cause danger to Participant. I understand that falls occur and injuries are a common occurrence of the Activities. If Participant should fall from a Horse, related injuries can be severe, requiring hospital days and resulting in lasting residual effects or death. **RECOGNIZING AND ACCEPTING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY OR I VOLUNTARILY CHOOSE TO ALLOW MINOR TO TAKE PART IN THE ACTIVITIES.**

5. **STABLE RULES AND REGULATIONS.** Participant agrees to obey all signs and warnings posted at the Stable and to abide by the Barn Rules, as may be amended from time to time.

6. **USE OF STABLE EQUIPMENT.** I agree to inspect before use all equipment offered for use by Stable (the "Equipment") and ask questions of Stable's employees if Participant does not fully understand how to use either the Equipment or Stable's facilities. I accept for use "AS IS" any Equipment Participant uses for an Activity and to return either before use or promptly after discovery, for replacement or repair, any Equipment believed by Participant to be damaged or defective in any way. I accept full responsibility for the care of the Equipment used for an Activity and agree that I will be responsible for the replacement at full retail value of any Equipment damaged or not returned.

7. **INSPECTION OF THE PREMISES.** Participant has inspected the Stable facilities and the premises and is satisfied that all premises and premises conditions are reasonably safe for Participant's intended purposes.

8. **ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE.** Should medical treatment be required, I and my own accident/medical insurance company shall pay for all such incurred expenses. Should the actions of Participant or that of Participant's Horse cause injury or damage of any kind to the Stable or other persons, I and my own personal liability insurance shall pay for such damages.

9. **HELMET WARNING.** I have been fully warned and advised by Stable that Participant shall possess and wear protective clothing including a helmet, and that the wearing of such helmet may prevent or reduce the severity of some head injuries. I understand and agree that, although I may be wearing a helmet, a helmet cannot guarantee Participant's safety and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. All Participants under the age of eighteen (18) are required to wear a helmet at all times.

10. **EMERGENCY MEDICAL CARE.** I authorize the Stable and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "Care"), for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon Participant's transport to a facility or hospital that the Stable and their personnel shall not have any further responsibility for Participant. I consent to the Care given by an emergency caregiver or under the instructions and directions of a licensed physician. I knowingly and voluntarily consent in advance to such Care to encourage the physicians and the Stable to exercise their best judgment in undertaking such Care. Further, I agree to pay all costs associated with such Care and transportation provided for Participant and to indemnify and hold harmless the Indemnified Parties from any resulting costs.

11. **LIABILITY RELEASE, WAIVER OF CLAIMS, AND INDEMNIFICATION.** By signing this Agreement, I, on my own behalf and, if applicable, on behalf of Minor or adult Participant, acknowledge the risks and dangers associated with the Activities and the use of the facilities of Stable generally and agree to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant resulting from participation in any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Panther Creek Stables, LLC and its owners, operators, affiliates, employees, agents, contractors, volunteers, or otherwise, (hereinafter the “Indemnified Parties” collectively, the “Indemnified Party” individually) that are based on, arise or result from, in whole or in part, participation in any Activities; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS, from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant, of brought by Participant. The Undersigned agrees to pay all costs, including reasonable attorneys’ fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of the Undersigned.

12. **REVOCAION OF PRIVILEGES.** Stable shall have the right to confiscate or revoke the privileges conferred, where in the sole judgment of its representatives, Participant: (a) acts in any manner that endangers or may endanger the safety of Participant or another person; (b) violates the law; (c) provides lessons or related or similar services for compensation without express authorization; or (d) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense.

13. **PROMOTIONAL MATERIAL.** I give Stable permission to take and use photographs, video recordings, or movies of Participant taken during an Activity and use and sublicense such material for any purpose in promoting the Stable or related activities of the Stable in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

14. **SEVERABILITY, HEIRS AND ASSIGNS, ENFORCEABILITY.** This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the full extent permitted by law. This Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. I agree that a scanned image of this Agreement is as enforceable as the original copy.

15. **GOVERNING LAW, JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL.** In consideration for accessing Stable’s facilities and participating in the Activities on Stable’s property, I agree that ALL claims arising from or related to any Activity by Participant, including for injury to person or property and/or death shall be GOVERNED BY MISSISSIPPI LAW, without regard to conflicts of law principles, and that EXCLUSIVE JURISDICTION shall be in DeSoto County, Mississippi or in Federal Court for the District of Mississippi. I VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION. I FURTHER AGREE TO WAIVE MY RIGHT TO TRIAL BY JURY.

I understand and agree that I will not be permitted to participate in the Activities and neither myself nor Participant will acquire the benefits associated unless this Agreement is fully executed.

PLEASE INITIAL SECTION THAT APPLIES TO PARTICIPANT:

_____ I hereby state that I am of lawful age (eighteen (18) years of age or older) and I am legally competent to execute this Agreement and further understand that the terms contained herein are contractual in nature and not a mere recital and that I have executed this Agreement of my own free will.

_____ I hereby state that Participant is under the age of (18) eighteen, and I have read the above Agreement and fully comprehend that RIDING and other related activities can be DANGEROUS. Furthermore, as parent or legal guardian of Participant I understand the risks involved.

Executed this _____ day of _____, 202__

Participant Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number (_____) _____

Participant Signature

_____/_____/_____
Participant date of birth

If Participant is under the age of 18:

Signature of Parent or Legal Guardian