

Horse Riding/ Horse Camping Release of Liability

I hereby agree that in consideration of El Rancho Manana Inc. allowing my participation in this activity and use of its facilities, under the terms set forth herein, I the rider, for myself and on behalf of my child and/or legal ward, heirs administrators, personal representatives or assigns, if any, do agree to hold harmless, releases and discharge El Rancho Manana Inc, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to El Rancho Manana Inc's and/or its ASSOCIATES' ordinary negligence; and I do further agree that, except in the event of El Rancho Manana Inc's and/or its ASSOCIATES' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against El Rancho Manana Inc and/or its ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and/or operations of El Rancho Manana Inc to include riding, handling or otherwise being near horses owned by or in the care, custody and control of El Rancho Manana Inc, whether on or off the premises of whether on or off the premises of El Rancho Manana Inc.

This agreement shall be governed by the laws of the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the provisions of this Agreement, it being intended that the provisions of this Agreement are servable.

This release shall be binding upon the distributees, heirs, and next kin, executors and administrators of each of the undersigned. In signing the foregoing release, each of th undersigned acknowledge an represent:

- a. That he/she has read the above release, understands it, and signs voluntarily;
- b. That he/she is over 18 years of age and of sound mind;
- c. That he/she is not an agent, servant, or employee of El Rancho Manana;
- d. That he/she is responsible for their own financial loss in relation to theft or damage to their tack, equipment, vehicles, trailers, and horses while on the premises where this activity is held.

Name of all minors that I am responsible for:

1. _____ 2. _____ 3. _____
4. _____ 5. _____ 6. _____

I have carefully read the agreement and fully understand its content. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this contract on behalf of myself and/or my family of my own free will. I acknowledge that I am responsible for the above named minors and that I have read the above agreement and release.

Date: _____ Signature of adult: _____

Driver to fill out this section. Please Print.

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Car License: _____ Car Make: _____ Year: _____

Number of Adults: _____ Number of children under 12: _____ Number of Horses: _____