

SKYLINE EVENTING PARK RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
(FOR ADULT PARTICIPANTS OR PERSONS ENGAGED IN AN EQUINE ACTIVITY OR LIVESTOCK ACTIVITY)

In consideration and as a condition of the undersigned participant being permitted to participate and/or engage in an equine activity or a livestock activity at Skyline Eventing Park and the Cleone Peterson Eccles Equestrian Center and ConToy Arena (the "Center") and/or enter upon, use, and remain upon the premises of the Center, the undersigned participant acknowledges, confirms, represents, warrants, and agrees as follows:

1. The undersigned participant applies to permit the undersigned participant to enter upon, use, and remain upon the premises of the Center for the purpose of engaging or participating in an equine activity and/or a livestock activity at the Center.
2. The undersigned participant acknowledges and agrees that equine activities and livestock activities ARE INHERENTLY DANGEROUS AND MAY RESULT IN DEATH OR SERIOUS INJURY TO A PARTICIPANT OR PERSON ENGAGED IN AN EQUINE ACTIVITY OR A LIVESTOCK ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE UNDERSIGNED PARTICIPANT. The Inherent Risks associated with equine activities and livestock activities include, but are not limited to, the following: (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.
3. The undersigned participant represents, warrants, acknowledges, and agrees that: (a) the undersigned participant is fully aware of the inherent risks associated with equine activities and livestock activities at the Center; and (b) the undersigned participant, through his/her engagement or participation in an equine activity or livestock activity at the Center, will be exposed to the inherent risks associated with equine activities and/or livestock activities at the Center.
4. The undersigned participant represents and warrants that the undersigned participant is physically able to participate and/or engage in an equine activity and/or a livestock activity at the Center.
5. The undersigned acknowledges and confirms that the undersigned's decisions to permit the undersigned participant to engage or participate in an equine activity and/or a livestock activity at the Center and sign this Agreement are voluntary decisions and acts by the undersigned participant.
6. The undersigned participant acknowledges and agrees that the Center IS NOT RESPONSIBLE FOR THE DEATH, DISABILITY, INJURY, OR PROPERTY DAMAGE TO ANY PARTICIPANT IN AN EQUINE ACTIVITY AND/OR A LIVESTOCK ACTIVITY OR PERSON ENGAGED IN AN EQUINE ACTIVITY AND/OR A LIVESTOCK ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE UNDERSIGNED PARTICIPANT, caused by, arising out of, in connection with, or relating to THE INHERENT RISKS OF EQUINE ACTIVITIES AND/OR LIVESTOCK ACTIVITIES AT THE CENTER.
7. The undersigned participant, individually, on behalf of the undersigned's spouse, any and all parents, legal guardians, and legal representatives of the undersigned participant, and their heirs, successors, executors, administrators, and personal representatives (collectively, the "Releasers") hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE Skyline Eventing, LLC, the Skyline Organizing Committee, the Cleone Peterson Eccles Equestrian Center and ConToy Arena, and the City of Mt. Pleasant, Utah, and each of their respective insurers, administrators, agents, representatives, directors, officers, employees, volunteers, participants, officials, judges, sponsoring agencies, sponsors, advertisers, local organizing committees, property owners, lessors, operators of the premises, heirs, successors, and assigns (collectively, the "Releasees") of and from any and all claims which the Releasers may have against the Releasees for the death, disability, disfigurement, paralysis, injury, property damage, property theft or any other claims arising from, in connection with, or relating in any way to the undersigned participant's engagement or participation in an equine activity and/or a livestock activity at the Center, and/or the undersigned participant's presence within or use of the premises of the Center.
8. The undersigned participant COVENANTS, on behalf of Releasers, that RELEASERS WILL NOT NOW OR AT ANY TIME IN THE FUTURE, DIRECTLY OR INDIRECTLY, COMMENCE OR PROSECUTE ANY ACTION, SUIT, OR OTHER PROCEEDING AGAINST THE RELEASEES arising from, in connection with, or relating in any way to the causes of action, claims, or otherwise waived and released by Releasers pursuant to section 7 directly above.

9. The undersigned participant agrees and promises to INDEMNIFY AND HOLD RELEASEES HARMLESS of and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law, equity, or otherwise, including, but not limited to, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise, of the Releasers.
10. This Agreement constitutes an exculpatory contract between Releasers and Releasees, which will deny Releasers the right to recover damages from Releasees for death, disability, disfigurement, paralysis, injury, property damage, property theft or otherwise arising from, in connection with, or relating to the undersigned participant's entry, use, and/or presence on, upon, or within the premises of the Center, and/or the engagement or participation of the undersigned participant in an equine activity and/or a livestock activity at the Center.
11. Permission granted by this Agreement for the undersigned participant to enter upon, use and remain upon the premises of the Center for the purpose of engaging or participating in an equine activity and/or a livestock activity at the Center is conveyed solely to the undersigned participant and said permission may not be transferred, assigned, or used by any other person or organization other than the undersigned participant. Failure to comply with this restriction may result in, among other things, the revocation of the permission granted under this Agreement.
12. The undersigned participant acknowledges, understands, and agrees that: (a) THE CENTER IS RELYING UPON THE REPRESENTATIONS, WARRANTIES, ACKNOWLEDGEMENTS, AGREEMENTS, WAIVERS, RELEASES, AND COVENANTS MADE HEREIN BY THE UNDERSIGNED PARTICIPANT, INDIVIDUALLY AND ON BEHALF OF RELEASERS; and (b) THE CENTER WOULD NOT ALLOW THE UNDERSIGNED PARTICIPANT TO ENGAGE OR PARTICIPATE IN AN EQUINE ACTIVITY AND/OR A LIVESTOCK ACTIVITY AT THE CENTER WITHOUT SUCH REPRESENTATIONS, WARRANTIES, ACKNOWLEDGEMENTS, AGREEMENTS, WAIVERS, RELEASES, AND COVENANTS.
13. The undersigned participant acknowledges, understands, and agrees that: (a) THIS AGREEMENT IS BINDING UPON RELEASERS; (b) THIS AGREEMENT HAS BEEN CAREFULLY AND FULLY READ AND ANALYZED BY THE UNDERSIGNED PARTICIPANT; and (c) THE UNDERSIGNED PARTICIPANT, FULLY UNDERSTANDING ALL OF THE TERMS, PROVISIONS, AND CONDITIONS OF THIS AGREEMENT, HAS VOLUNTARILY EXECUTED AND DELIVERED THIS AGREEMENT TO THE CENTER as of the date set forth below.

Signature of the Participant (or Parent/Guardian)

Date of Signature

Printed Name of the Participant

DEFINITIONS APPLICABLE TO THIS AGREEMENT

- A. "Equine" means any member of the Equidae family;
- B. "Equine activity" means: (1) equine shows, fairs, competitions, performances, racing, sales, or parades that involve any breeds of equines and any equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, multiple-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, hunting, endurance trail riding, and western games; (2) boarding or training equines; (3) teaching persons equestrian skills; (4) riding, inspecting, or evaluating an equine owned by another person regardless of whether the owner receives monetary or other valuable consideration; (5) riding, inspecting, or evaluating an equine by a prospective purchaser; or (6) other equine activities of any type including rides, trips, hunts, or informal or spontaneous activities sponsored by an equine activity sponsor;
- C. "Equine activity sponsor" means an individual, group, governmental entity, club, partnership, or corporation, whether operating for profit or as a nonprofit entity, which sponsors, organizes, or provides facilities for an equine activity, including: (1) pony clubs, hunt clubs, riding clubs, 4-H programs, therapeutic riding programs, and public and private schools and postsecondary educational institutions that sponsor equine activities; and

(2) operators, instructors, and promoters of equine facilities, stables, clubhouses, pony ride strings, fairs, and arenas;

D. "Inherent risk" with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include: (1) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (2) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (3) collisions with other animals or objects; or (4) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability;

E. "Injury" means bodily or other personal injury;

F. "Livestock" means all domesticated animals used in the production of food, fiber, or livestock activities;

G. "Livestock activity" means: (1) livestock shows, fairs, competitions, performances, packing events, or parades or rodeos that involve any or all breeds of livestock; (2) using livestock to pull carts or to carry packs or other items; (3) using livestock to pull travois-type carriers during rescue or emergency situations; (4) livestock training or teaching activities or both; (5) taking livestock on public relations trips or visits to schools or nursing homes; (6) boarding livestock; (7) riding, inspecting, or evaluating any livestock belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the livestock or is permitting a prospective purchaser of the livestock to ride, inspect, or evaluate the livestock; (8) using livestock in wool production; (9) rides, trips, or other livestock activities of any type however informal or impromptu that are sponsored by a livestock activity sponsor; and (10) trimming the feet of any livestock;

H. "Livestock activity sponsor" means an individual, group, governmental entity, club, partnership, or corporation, whether operating for profit or as a nonprofit entity, which sponsors, organizes, or provides facilities for a livestock activity, including: (1) livestock clubs, 4-H programs, therapeutic riding programs, and public and private schools and postsecondary educational institutions that sponsor livestock activities; and (2) operators, instructors, and promoters of livestock facilities, stables, clubhouses, fairs, and arenas;

I. "Participant" means any person under the age of eighteen (18) years old, whether amateur or professional, who directly engages in an equine activity or livestock activity, regardless of whether a fee has been paid to participate;

J. "Person engaged" in an equine or livestock activity" means a person, under the age of eighteen (18) years old, who rides, trains, leads, drives, or works with an equine or livestock, respectively; and

K. "Property damage" means damage, destruction, and/or incapacitation to any personal property, real property, or chattel, including, but not limited to, physical, nonphysical, economic, and noneconomic damage(s).