



Flying Horse Equestrian Center, LLC
Palmer, Alaska

VISITOR/PARTICIPANT RELEASE OF ALL LIABILITY

FLYING HORSE EQUESTRIAN CENTER, LLC

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ANDREA RAPSON

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WILLIAM RAPSON

When you participate at or visit the Flying Horse Equestrian Center, LLC, Andrea Rapson and William Rapson, at their facilities (herein after called "the Ranch") you will be required to sign a liability waiver:

1. We are a small Wasilla business. We offer our participants and visitors a unique and educational experience. We genuinely enjoy our visitors and participates, however, being a small business, liability is a concern.
2. Most of the risks involved are those that Alaskans in the area ordinarily undertake when engaging in mild outdoor activities. The horses are domestic and delightful but carry their own risk. Alaska law shifts much of the risk engaging in livestock activities to the participant or visitor. Even so, our lawyer says we must have a full release of liability.
3. In Alaska, a full release of liability must: clearly and specifically identify risks; use the word "negligence;" bring home the meaning of the release to the releasor in clear, emphasized language by using simple words and capital letters; not violate public policy; indicate an intent to release a potential defendant from liability for acts of negligence unrelated to inherent risks (as well as to release inherent and other risks); and the release must not represent or insinuate standards of safety or maintenance. This document is intended to satisfy these requirements.
4. We ask that you understand our need for this release, **seriously consider its effect and warning**, and agree to its terms. If you feel you cannot agree, you will not be allowed to participate or visit the facility. If you participate in activities after failing to endorse this document, you will be assumed to have agreed to its terms.
5. **BY SIGNING THIS DOCUMENT, I INTEND TO RELEASE THE RANCH FROM ALL LIABILITY, INCLUDING DEATH, BODILY INJURY, PROPERTY LOSS OR DAMAGE, (HEREINAFTER "DAMAGE") TO THE FULLEST EXTENT ALLOWED BY LAW WHICH I MAY INCUR WHILE ENGAGED IN RANCH ACTIVITIES OR ON RANCH PREMISES. THIS RELEASE IS INTENDED TO INCLUDE INHERENT RISKS AND ACTS OF NEGLIGENCE. BY AGREEING, I ACKNOWLEDGE THAT I AM ENTIRELY RESPONSIBLE FOR MY OWN SAFETY.**

6. The purpose of this agreement, "Ranch" includes the business entity any predecessor or successor entity, those owners, operators, employees, and volunteers, and the owners and operators of any land utilized by "The Ranch."
"DOMESTIC ANIMAL" INCLUDES LIVESTOCK.
7. ANY litigation involving the Ranch must be brought in the courts of the State of Alaska.
8. Nothing in this document is intended to diminish or abrogate any rights or defenses "The Ranch" is otherwise entitled to.
9. This document does not release "The Ranch" from intentional misconduct.
10. The horses may run, chase each other, shy, and frolic as well as stroll and graze. They may move suddenly and startle you. BY LAW IN ALASKA, LIVESTOCK INCLUDES REINDEER, HORSES, AND CATTLE, INVOLVE AN "INHERENT RISK": WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, "THE UNPREDICTABILITY OF LIVESTOCK'S REACTION TO SOUND, SUDDEN MOVEMENT, AND UNFAMILIAR OBJECTS OR PERSONS, OR OTHER ANIMALS."
11. The ground is uneven, and may be slippery, icy, muddy, or dusty. Insects, sharp sticks, branches, thorn vegetation, various trip hazards, humps and holes are present.
12. The climate can be extreme. Temperatures range from -60F in the winter to +90F in the summer. **It is your responsibility to dress appropriately.**
13. Wild and domestic animals may be in the area including, but not limited to, dogs, chickens, ptarmigan, ravens, eagles, songbirds, fox, porcupine, squirrels, voles, moose, wolves, bear, and of course our horses. While bear, wolf, and moose encounters are very unlikely, moose and bear can be aggressive and dangerous. Annoyed porcupines may quill if you are within reach. Squirrels may scold you mercilessly. Some wild and domesticated animals can carry rabies. Mosquitos, wasps, flies, and bees are not uncommon in the summer. **These are real risks participants/visitors should keep in mind, as should you.**
14. Specific risks include, but are not limited to, damage caused by freezing, hypothermia, heatstroke, tripping, colliding, falling, slipping, impacting the ground (including rocks, mud, branches, sharp sticks, stumps, and brambles), fences, buildings, or trees; insect or

animal bites or scratches; attacks or injuries related to or caused by other people, domestic or wild animals; thorny vegetation, animals, insects, or food; of food poisoning. You may be startled by the presence or actions of wild or domestic animals, which could cause you to trip, slip, fall, or otherwise be harmed directly or indirectly by an animal.

15. "The Ranch" seeks safety and to create an educational and welcoming experience, but it not infallible. For instance, but as a limitation, "the Ranch": may fail to adequately gage a participant's competence, appropriateness of dress, physical or linguistic abilities, or fatigue level; be caught unawares by an overlooked or unknown circumstance; fail to give adequate warnings or instructions in an appropriate manner; fail to adequately inspect, maintain, make, or make available optional equipment such as ice cleats may, not adequately control or anticipate the actions of third parties, domestic or wild animals, or participants.

16. **I affirm that I have read and understand the terms above and their serious nature. I understand the intent of this document is to provide a full release to "the Ranch." I affirm that I am over 18 years of age and am always legally competent to give this release. I understand the terms herein are binding and not a mererecital.**

17. **Therefore I voluntarily release, forever discharge, and agree to indemnify and hold harmless "the Ranch" from any and all claims, demands, or causes of action accruing to me, which are in any way connected with my participation in Ranch activities or my use of or interaction with, "the Ranch's" equipment, livestock or facilities, including any such claims which allege negligent acts or omissions of "the Ranch."**

We do appreciate your understanding in providing this release.

A separate agreement is required for each participant.

Parent or legal guardian for minor participants (under age 18) must sign agreements for self **and** on behalf of the minor.

Full Name _____ **Signature** _____

Address: _____

Phone No.: _____

Email: _____

Family Members: _____ **D.O.B. (mm/dd/year):** _____

Parent/Guardian Signature

(Minor) Full Name

(Minor) Full Name