

WVH LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT
2020 Annual form (must be renewed every year regardless of prior signature)

Participant (Print Name)_____

ALL PARTICIPANTS IN ANY EQUINE RELATED ACTIVITY HELD AT WVH, the Kimpel home or UNDER ITS AUSPICES MUST SIGN THIS AGREEMENT OR FOREGO PARTICIPATION. ANYONE WHO WILLFULLY ENGAGES IN SAID ACTIVITIES WITHOUT A SIGNED RELEASE MAY BE CONSIDERED TRASPASSING AND ASKED TO VACATE THE PREMISES. THE TERMS AND CONDITIONS OF THIS RELEASE WILL STILL APPLY (see Article VII, contained herein).

I. This liability release and hold harmless agreement is made by and between West View Horsemanship (WVH) and Steve and Julie Kimpel, 2313 W. 440 S., Rexburg, ID 83440 and _____ (print name of participant). If participant is under 18, parent or guardian must also sign below.

In consideration therefore for the privilege of working with and around or riding horses and/or receiving instruction or assistance and/or using the facilities and equipment at 2313 W. 440S, or using said address as a horse riding base, or at any event attended or competing in under WVH, the Kimpels, its agents or assigns, the undersigned does hereby agree NOT TO SUE and to hold harmless and indemnify WVH, the Kimpels, its owners, family members, or fellow participants and further releases and indemnifies them from any liability or responsibility for accident, injury, damage, illness, emotional distress, or even death to the undersigned or any horse owned by the undersigned or to any family member or guest accompanying the undersigned on the premises or property or to an event or activity. _____ (initial here)

II. Further, the participant understands that **there are inherent dangers in WVH equine activities** including but not limited to:

1. *the tendency of equines to behave in ways that may result in injury, harm or death to persons or animals around or on them,*
2. *the integration of animals that are untrained, either due to age or history, with the general Kimpel herds,*
3. *the unpredictable nature of horse's reactions to such things as sounds, sudden movements, unfamiliar objects, weather hazards, other persons or animals, or the stress of training and/or riding,*
4. *the dangers and hazards associated with surface and subsurface conditions,*
5. *collisions with other animals, objects, or people, and*
6. *the possibility of a participant acting in a manner that may contribute to accidental injury to the participant or others, such as (but not limited to) failing to maintain control of themselves or the animal under their responsibility or acting in a manner that is beyond the participant's ability.* _____ (initial here).

III. Further, the participant understands that he/she is responsible for any and all insurance coverage on his horse, property, and/or person. WVH and the Kimpels DO NOT and WILL NOT carry insurance on you or your property (including your horses.) This includes, but is not limited to evaluation by medical personnel, transport, injury, loss, mortality, or theft. _____ (initial here).

IV. Participant agrees to abide by the rules and guidelines as contained herein and/or explained by WVH personnel. Any failure to abide by participant or his/her guests may result in being asked to leave the premises of WVH. Participant agrees to also abide by the Idaho Equine Activity Statute. _____ (initial here).

V. Participant recognizes that WVH and the Kimpel horses are in no way affiliated with BYU-Idaho University and any relationship existing at the Kimpels has no effect on interactions at BYU-I. _____ (initial here).

VI. The participant will treat the horses at WVH as instructed to the best of their ability. Participants agree that the use of WVH and Kimpel Animals is dependent on specific **(OVER)**

permission, as expressed in writing. Any participant who *willfully or knowingly* engages in behavior that results in the loss, illness, injury, or death of a horse belonging to WVH or the Kimpels will be held financially responsible for veterinary treatment of the animal including or disposal of the remains if necessary, as well as fiscally liable for the full value of the animal in the event of death, loss of use, or permanent disability. If any WVH or Kimpel animal is released to the care and keeping of a specified individual and is injured or dies due to negligence or poor decisions, financial responsibility for the costs of basic care, maintenance, veterinary care, any additional treatment or medication, ongoing rehabilitation or even disposal of the remains is assumed by the person recognized in the release. _____ (initial here).

VII. This agreement also applies to the individuals, family members and guests of any of the visitors to horses in the custody of WVH or the Kimpels, whether they are owned by WVH or the Kimpels or not. Guests who bring additional visitors **MUST INSURE** that their accompanying associates or the legal guardians of such have read and signed a copy of this release. _____ (initial here).

VIII. This release shall remain in effect until revoked in writing or at midnight December 31, **2020**. Upon receipt of said revocation, the participant understands that they will no longer be eligible for inclusion in WVH or Kimpel activities or events.

IX. Parent or legal guardian must sign if a participant is under the age of 18 or has a legal disability that would affect their comprehension of and adherence to the terms of this release. Signature acknowledges verbal instruction by a WVH or Kimpel representative in the basic points of this release to the minor individual.

Review:

1. You are agreeing not to sue us if you get hurt, etc. **ALL PARTICIPANTS UNDER THE AGE OF 18 MUST WEAR A HELMET AT ALL TIMES WHILE ON Kimpel PROPERTY.**
2. Horses can be dangerous, including injury or death. *You need to wear long pants and closed-toe shoes at all times while on WVH/Kimpel property. Sunscreen is also recommended.*
3. If you get hurt, your own insurance is responsible for all transport and care.
4. If you don't follow the rules, you have to leave.
5. We don't work for anybody else.
6. If one of the WVH/Kimpel animals or another participant gets hurt because of something that you **DO** that you aren't supposed to or **DON'T** do that you are supposed to, you are responsible and have to pay for it.
7. If you bring somebody to watch you ride or visit the horses, you have to have them and/or their parents or legal guardians sign one of these releases.
8. WVH and the Kimpels needs a new one of these signed every year. Even if you used to have one, it doesn't count.
9. Other rules and conditions as explained. Some examples include:
 - a. NO running or screaming (see Article II.)
 - b. Obey what the Kimpels tell you
 - c. Don't feed the horses unless instructed and only what the Kimpels say you can.
 - d. NO GUM.
 - e. Stay outside the fences unless or until instructed otherwise.
 - f. Put your trash and recycling items in an authorized container

Audio/Video/Photo Waiver/Release I hereby grant irreversibly the right to use and reproduce any and all photographs, video clips, and/or audio clips taken of me or my child in any form whatsoever for use by WVH/the Kimpel's newsletters, brochures, web sites, flyers, and in any other publications produced. I waive the right to inspect or approve the finished version(s) of such images including written copy that may be created in connection therewith. _____ (initial here)

Signature (Self or Parent/Legal Guardian): _____

Address: _____

Phone: _____ Emergency Phone: _____

Email: _____

Print Name: _____

Date: _____ Kimpel authorization: _____