

**Tennessee Walking Horse Enthusiasts' Association of Montana**  
**OBSTACLE COURSE FUN DAY REGISTRATION FORM**  
**Saturday, May 11, 2019-TWO Sessions available, morning and/or afternoon**  
**Dunrovin Ranch, Lolo, MT**

<b>Name:</b>	
<b>Email address:</b>	
<b>Address:</b>	
<b>City/State:</b>	<b>Zip:</b>
<b>Telephone:</b>	
<b>Session Preference:</b> <input type="checkbox"/> <b>Session One, 10a.m.-1p.m.</b> <input type="checkbox"/> <b>Session Two, 2p.m.-5p.m.</b> (You may choose to attend both sessions. Each session is limited to 20 people)	
<b>COST</b>	
<input type="checkbox"/> <b>NOT A TWHEAM MEMBER</b> <b>\$45/SESSION</b>	
<input type="checkbox"/> <b>TWHEAM MEMBER</b> <b>\$40/SESSION</b>	
<b>TOTAL</b>	
<b>Make checks payable to "TWHEAM"</b>	
<b>List any other riders you would like to ride with:</b>	
<b>Checks may be payable to "TWHEAM"</b> <b>Mail your registration form and payment to:</b> <b>Jane Sparks</b> <b>2025 Mullan Road, #407</b> <b>Missoula, MT 59801</b>	
<b>Contact Jane Sparks if you have questions, 612 616 0226/carouselljj@gmail.com</b>	
<b>Signature:</b>	<b>Date:</b>

**SIGNED RELEASES ON BACK PAGE ARE REQUIRED WITH REGISTRATION**

## **RELEASE OF LIABILITY AND HOLD HARMLESS**

**Please read this carefully**

**---WARNING---**

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT THERE ARE INHERENT RISKS IN USING AND BEING AROUND HORSES. THOSE RISKS INCLUDE PROPERTY DAMAGE, BODILY INJURY, AND DEATH. I UNDERSTAND THAT HORSES ARE UNPREDICTABLE AND CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS DESPITE THEIR PRIOR HISTORY. I FURTHER UNDERSTAND THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS, OR OTHER ANIMALS. THEY MAY RUN, BITE, BUCK, OR KICK. HORSES MAY ALSO ENCOUNTER NATURAL HAZARDS, SUCH AS SURFACE OR SUBSURFACE CONDITIONS, AND MAY REACT UNPREDICTABLY. THEY MAY EVEN COLLIDE WITH OTHER OBJECTS, PERSONS, OR ANIMALS. RIDERS CAN ALSO FALL OFF OF HORSES AND INJURE THEMSELVES.**

In consideration for the permission and privilege to participate in activities organized by Tennessee Walking Horse Enthusiasts' Association of Montana and its volunteers, employees, agents, members, officers, or any other person or entity acting on its behalf (hereinafter referred to collectively as "TWHEAM"), I voluntarily agree to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS. I have acquainted myself with rules of safety applicable to any involvement with horses and their environment and I understand that it is not anyone else's obligation to teach them to me. I have read and understand the warnings listed above regarding horses and their environment. I understand that I am responsible for maintaining control of my person and the equipment, devices, or animals I may be using while participating in equine activities. I further understand that it is my responsibility to refrain from acting in any manner that may cause or contribute to injury to myself or to others while participating in equine activities.

I hereby represent that I am capable of using and being in close proximity to horses and their environment. I further represent that I am competent and capable to participate in the activities I will be participating in and agree to act within the limits of my abilities.

I hereby release, waive, and forever discharge TWHEAM from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting from my involvement with its equine activities, whether or not such injury, property damage, or death is caused by negligence. I assume full responsibility for the risk of bodily injury, death, or property damage resulting from my involvement with TWHEAM's equine activities and hold TWHEAM harmless from any liability therefrom.

**I understand that I am assuming 100% of the risk of injury or death directly or indirectly arising as a result of my involvement with TWHEAM equine activities.**

This release shall be governed by the laws of the State of Montana. If any portion of this release is held invalid by a court, it is agreed that the remainder of this release shall continue in full legal force and effect notwithstanding the invalidity of any portion of it.

If I have requested that you allow a minor child or children of mine to be involved in TWHEAM's equine activities, then the provisions of this release and hold harmless shall apply to such child or children. I represent that I have the legal authority to enter into this release on behalf of the minor child or children.

This release is given on behalf of myself and my spouse, legal representatives, administrators, executors, heirs, and assigns and in the case of any child or children of mine, on behalf of them and their legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release and remains in effect until I have revoked it in writing.

I understand that this document is a contract and agree that if a lawsuit is filed against TWHEAM for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred to defend that lawsuit.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS AN AGREEMENT AND PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY AND HOLD HARMLESS FOR ALL CLAIMS.

I ACKNOWLEDGE AND AFFIRM THAT I HAVE CAREFULLY READ THE CONTENTS OF THIS RELEASE, FULLY UNDERSTAND ITS MEANING, AND SIGN THIS RELEASE VOLUNTARILY.

DATED: \_\_\_\_\_  
Signature of Rider or if minor, Parent of Minor Child

Address: \_\_\_\_\_  
Signature of Minor Child

\_\_\_\_\_  
Phone: \_\_\_\_\_  
Printed Name of Rider or Minor Child

Release Revised 09/04/12

**SEE NEXT PAGE FOR DUNROVIN RANCH RELEASE OF LIABILITY-PLEASE SIGN!**



**Dunrovin Ranch Equine Activity  
RELEASE OF LIABILITY AND HOLD HARMLESS  
ASSUMPTION OF THE RISK  
Please read this carefully.**

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**---WARNING---**

**UNDER MONTANA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT THERE ARE INHERENT RISKS IN USING AND BEING AROUND HORSES. THOSE RISKS INCLUDE BODILY INJURY AND DEATH. I UNDERSTAND THAT HORSES ARE UNPREDICTABLE AND CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS DESPITE THEIR PRIOR HISTORY. I FURTHER UNDERSTAND THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS OR OTHER ANIMALS. THEY MAY RUN, BITE, BUCK, OR KICK. HORSES MAY ALSO ENCOUNTER NATURAL HAZARDS, SUCH AS SURFACE OR SUBSURFACE CONDITIONS, AND MAY REACT UNPREDICTABLY. THEY MAY EVEN COLLIDE WITH OTHER OBJECTS, PERSONS, OR ANIMALS. RIDERS CAN ALSO FALL OFF OF HORSES AND INJURE THEMSELVES.**

**BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE.**

In consideration for the permission and privilege to use and/or be around horses, carriages and equipment located at Dunrovin Ranch, LLC ("Dunrovin Ranch") and to remain on those premises, and to be transported and ride off site on back country trail rides, I voluntarily agree to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS. I have acquainted myself with rules of safety applicable to any involvement with horses and their environment, and I understand that it is not anyone else's obligation to teach them to me. I have read and understand the warnings listed above regarding horses and their environment. I understand that I am responsible for maintaining control of my person and the equipment, devices, or animals I may be using while participating in activities on the above-stated premises. I acknowledge that the Dunrovin Ranch property includes many inherently dangerous features including but not limited to access to the Bitterroot River, irrigation equipment, fire pit, hot tub spa, farm animals, dogs, forested areas with downed trees, uneven ground, and electric fences. I acknowledge that riding, carriage rides, wagon rides, being around horses carries the risk of serious injury and death, and horseback riding in Montana's back country is especially dangerous because of uncontrollable conditions presented in back country situations, including but not limited to quickly changing weather, challenging terrain, other animals, wildlife, and long distance to emergency medical services.

I further understand that it is my responsibility to refrain from acting in any manner that may cause or contribute to injury to myself or to others while participating in activities on the above-stated premises. I hereby represent that I am capable of using and being in close proximity to horses and their environment. I further represent that I am competent and capable to participate in the activities I will be participating in and agree to act within the limits of my abilities.

I hereby release, waive, and forever discharge Dunrovin Ranch, Suzanne M. Miller, Sterling D. Miller, both jointly and severally; their employees and agents; and its owners, shareholders, employees, volunteers, agents, officers, and directors from any and every claim, demand, action, or right of action, of whatever kind or nature, either in law or in

equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting during my presence or the presence of my family or spectators at where such injury, property damage, or death is caused by negligence. I assume full responsibility for the risk of bodily injury, death, or property damage during my presence or the presence of my family or spectators and hold Dunrovin Ranch, jointly and severally; their employees and agents; and its owners, shareholders, employees, volunteers, agents, officers, and directors harmless from any liability therefrom.

**I understand that I am assuming 100% of the risk of injury or death directly or indirectly arising as a result of my presence and equine activities at Dunrovin Ranch as well as off of the Ranch, through a Dunrovin equine activity.**

This release shall be governed by the laws of the State of Montana. If any portion of this release is held invalid by a court, it is agreed that the remainder of this release shall continue in full legal force and effect notwithstanding the invalidity of any portion of it.

If I have requested that you allow a minor child or children of mine to be present and participate in the equine activities, then the provisions of this release and hold harmless shall apply to such child or children. I represent that I have the legal authority to enter into this release on behalf of the minor child(ren).

This release is given on behalf of myself, spouse, legal representatives, administrators, executors, heirs, and assigns and in the case of any child or children of mine, on behalf of them and their legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release and remains in effect until I have revoked it in writing.

I understand that this document is a contract and agree that if a lawsuit is filed against Dunrovin Ranch, both jointly and severally; their employees and agents; and its owners, shareholders, employees, volunteers, agents, officers, and directors for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred to defend that lawsuit. I agree that any dispute shall be settled in Missoula County, Montana.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS AN AGREEMENT AND PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY AND HOLD HARMLESS FOR ALL CLAIMS.

I ACKNOWLEDGE AND AFFIRM THAT I HAVE CAREFULLY READ THE CONTENTS OF THIS RELEASE, I FULLY UNDERSTAND ITS MEANING INCLUDING THAT I AM WAIVING IMPORTANT LEGAL RIGHTS AND I SIGN THIS RELEASE VOLUNTARILY.

DATED: \_\_\_\_\_

\_\_\_\_\_

Signature of Rider or if minor, Parent of Minor Child

Address: \_\_\_\_\_

\_\_\_\_\_

Signature of Minor Child

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Printed Name of Rider or Minor Child



**Dunrovin Ranch Live Video and Photography  
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY,  
AND INDEMNITY AGREEMENT**

I understand that DUNROVIN RANCH, including its partners and affiliates, operate video cameras that both broadcast and store images of Dunrovin Ranch activities. I further understand that my image may be captured by the Dunrovin Ranch cameras while I am engaged in Dunrovin Ranch activities, either on or off Dunrovin Ranch.

I hereby authorize Dunrovin Ranch (and its affiliates Days of Dunrovin and Friends of Dunrovin) to broadcast, stream, or otherwise publish live or stored images of me engaging in Dunrovin Ranch activities as captured by the Dunrovin Ranch cameras. I further expressly authorize Dunrovin Ranch and its affiliates to utilize any such images for advertising or promotional purposes, including but not limited to printed and electronic publications to promote Dunrovin Ranch or its affiliates' activities.

I recognize and accept that there are risks associated with exposure of images in public and the Internet. I further agree that Dunrovin Ranch, Days of Dunrovin, and Friends of Dunrovin and their partners, contractors, employees, volunteers, agents or other persons engaging in Dunrovin Ranch activities are not responsible for any harm or damage that occur as a result of the publication of said images.

**I HAVE READ THE ABOVE PARAGRAPHS RELATING TO BROADCASTING AND PUBLICATION. BY SIGNING BELOW, I UNDERSTAND THAT I AM ASSUMING RESPONSIBILITY FOR ANY AND ALL RISKS RELATING TO BROADCASTING AND PUBLICATION OF MY IMAGE; WAIVING MY RIGHT TO SUE; AND RELEASING DUNROVIN RANCH, SUZANNE M. MILLER, STERLING D. MILLER, AND THEIR EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Rider or if minor, Parent of Minor Child

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Minor Child

\_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Rider or Minor Child

*Release Revised 2/24/2016*