



COTTONWOOD RANCH
RELEASE AND INDEMNIFICATION

In consideration of the use of the premises of Cottonwood Ranch as a boarder or otherwise, the undersigned does hereby jointly and severally, singly and collectively, release, absolve, indemnify and hold harmless Cottonwood Ranch, Christopher Wrather and Charlotte Wrather, and The Event Derby®, and Wendy Wergeles of and from any and all liability, obligation, responsibility, claim or right of action for death, bodily injury, property damage (including death, injury or illness of a horse), emotional distress or any other kind of injury or damage caused by or resulting directly or indirectly from (1) any horse or horses owned by undersigned or kept or ridden by undersigned at Cottonwood Ranch, (2) any activity engaged in by undersigned on Cottonwood Ranch, including handling, riding, training or jumping any horse whether or not owned by the undersigned, (3) any physical condition at Cottonwood Ranch, including the surfaces on which horses may be ridden, fences and stables, and jumping obstacles of any sort, and (4) any cause, condition, circumstance, act, omission or negligence of Cottonwood Ranch, Christopher Wrather, Charlotte Wrather, or The Event Derby®, and Wendy Wergeles.

Undersigned acknowledges that (s)he has been advised of and knows the risks and dangers inherent in handling, riding and jumping horses, and that (s)he had voluntarily and knowingly exposed him/herself to all such risks and dangers.

Any and all claims or disputes arising from or relating to this Release and Indemnification shall be decided by arbitration in accordance with the arbitration rules of the American Arbitration Association. Any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having appropriate jurisdiction. In no event shall the arbitrator(s) be empowered to assess punitive damages, and any punitive damages assessed as part of an award shall not be recoverable or enforceable under this agreement. Three (3) arbitrators shall be selected on any claims over \$10,000, with no more than one (1) being an attorney. In any action, proceeding or arbitration arising from or relating to this agreement, the prevailing party shall be entitled to recover all costs and disbursements, including reasonable attorneys' fees.

I HAVE CAREFULLY READ THIS VOLUNTARY RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. I HAVE EXECUTED THIS RELEASE VOLUNTARILY, EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Date: _____ Rider signature _____
(parent or guardian if a minor)

Print name: _____

Address: _____

Date: _____ Owner signature _____

Print name: _____

Date: _____ Trainer signature _____

Print name: _____

Emergency contact: _____

Phone: _____