**TWO RIVER TRAILS**

**WAIVER AND RELEASE OF LIABILITY/PLEASE READ BEFORE SIGNING**

**In consideration of being allowed to participate in any way in TWO RIVER TRAILS, LLC, Horseback Trail Riding Facility, John Poindexter and Criss Cross Properties,LLC, related events and activities, the undersigned acknowledges, appreciates, and agrees that:**

1. **The risk of injury from the activities involved in Riding Horses and any kind of interacting with horses at all is significant, including the potential for permanent paralysis and death to the participant or horse and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist: and,**
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION:AND,**
3. **I WILLINGLY AGREE TO COMPLY WITH THE STATED AND CUSTOMARY TERMS AND CONDITIONS FOR PARTICIPATION. If however, I observe an unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately: and,**
4. **I for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HERBY RELEASE AND HOLD HARMLESS TWO RIVER TRAILS, LLC. , SHARON L. BARBINI, FAMILY MEMBERS, THEIR OFFICERS, ADVERTISERS, OWNERS AND LESSORS OF PREMISES USED FOR THE PURPOSE OF RIDING HORSES, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON, PROPERTY, OR HORSE, WHETHER ARISING FROM THE NEGLIGNECE OF THE RELEASEES OR OTHERWISE.**

**I HAVE READ THIS RELEASE OF LIABILITY AND ASUMPTION FOR RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

1. **IF A PERSON HAS SCHEDULED AN APPOINTMENT AND RESERVED A HORSE, AND THEN DECIDES NOT TO RIDE; IF THAT HORSE HAS BEEN BROUGHT IN AND TACKED UP FOR THE RIDER, NO REFUND WILL BE GIVEN.**

**Date:**

**(Participants Name Printed**

**SIGNED**

**(Participants signature)**

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF PARTICIPATION)**

**This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the releases, and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releases from any and all liabilities, incident to my minor child’s involvement or participation in trail riding described above at Two River Trails, LLC., Sharon L. Barbini, Family members, and or Employees, EVEN IF ARISING FROM THEIR NEGLIGENCE. All participants are REQUIRED TO WEAR A HELMET AT ALL TIMES WHEN RIDING.**

**Signed Date**

**(Parent /Guardian Signature)**