

RELEASE AND WAIVER OF LIABILITY AND EXPRESS ASSUMPTION  
OF RISK AGREEMENT  
FOR  
ACTIVITY AT HORSE HEAVEN HILLS PROPERTIES

In consideration of my participation and/or my child's participation in any event, visit or activity (collectively, "Activity") at or on Horse Heaven Hills Properties, LLC ("Horse Heaven"), I acknowledge that I understand the nature of the Activity that I, and/or my minor child will be participating in, and that I or my child are qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if conditions appear unsafe, I and/or my child experience any health problems or injury, I, and/or my minor child, will immediately discontinue participation in the Activity.

I fully understand that participation in any Activity at Horse Heaven involves risks, including, without limitation, serious bodily injury, including permanent disability, paralysis, and death, and that these and other risks may be caused by my own actions, or inactions, those of others participating in the Activity, the conditions under which any Activity takes place, or the negligence of the Releasees named below. In addition, there may be other risks either not known to me or not foreseeable at this time; and I fully knowingly and voluntarily accept and assume all such risks and all responsibility for losses, injury, costs, and damages I incur as results of my participation in the Activity.

I understand that there is an active archeological excavation taking place at Horse Heaven that I may be participating in or observing, and that, as an Activity, it may involve excavation that produces naturally dangerous areas. I hereby knowingly and voluntarily waive my right and/or the right of my child to be classified as an invitee or licensee.

I hereby knowingly and voluntarily release, discharge, and covenant not to sue Horse Heaven, its members, their respective administrators, directors, agents, officers, volunteers, and employees, and any sponsors and advertisers of any Horse Heaven event in which I participate (each considered one of the Releasees herein) and forever and irrevocably release all Releasees from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees. This Release and Waiver of Liability and Express Assumption of Risk Agreement does not apply to any liability, claims, demands, losses, or damages arising out of the gross negligence of, or intentional, willful or wanton misconduct of Releasees. If I, or anyone on my and/or my minor child's behalf, makes a claim which does not arise from the gross negligence of, or intentional, willful or wanton misconduct of Releasees against any of the Releasees, I will indemnify, defend, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Individually)