



VICTORY RIDING ACADEMY, INC.

4534 Madison St.
Omaha, NE 68117

WAIVER AND RELEASE OF LIABILITY FORM

Request to Participate. I, the undersigned, hereby request permission to participate in the programs offered by Victory Riding Academy, Inc. ("VRA"); which programs may necessarily require my handling and control of animals and access to restricted areas of VRA and other facilities where VRA programs are offered, from time to time.

Acknowledgement and Assumption of Risk. In consideration of and as a condition to my ability to participate in VRA programs and/or enter VRA premises, I voluntarily and willingly enter in to this Waiver and Release of Liability. I acknowledge and agree there are inherent risks associated with equine activities and hereby expressly assume all risks associated with participating in such activities. I represent and warrant that I have the requisite skill and experience to participate in such activities. The inherent risks associated with equine activities include, but are not limited to, the propensity of equines and other saddle animals to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines' reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals, the limited availability of emergency medical care; and the potential of a volunteer or participant to act in a negligent manner that may contribute to injury to the volunteer, participant or others, such as failing to maintain control over the animal or not acting within such volunteer or participant's ability.

Release. I further acknowledge that horses and other saddle animals, by their very nature, are unpredictable and subject to animal whim. With such understanding, I, my respective personal representatives, assigns, heirs, and next-of-kin, hereby waive, release and forever discharge VRA, its directors, officers, agents, representatives, employees and volunteers ("Releasees") from any and all claims, demands, losses or damages relating to any injury, to me and/or my property, including, but not limited to, death or injury caused or alleged to be caused, in whole or in part, by my actions or inactions, or the actions or inactions of the Releasees, unless caused by Releasees' gross negligence. I assume all risks in connection with my presence on VRA's premises or activities on behalf of VRA, and expressly waive any claims for any injury or loss arising therefrom. I agree to abide by and follow VRA's rules and regulations, which shall be posted and/or available in VRA's office from time to time.

Indemnification. Furthermore, I agree, for myself and my heirs, to indemnify and defend and hold harmless Releasees from any loss, liability, damage, claims, costs (including attorneys' fees), action, causes of action, or proceedings of any kind for personal injury or loss of personal property arising out of or in any way related to my participation or presence on VRA premises, or my willful or grossly negligent actions or inactions, except to the extent caused by the gross negligence of Releasees.

Medical Care/Covenant not to Sue. In case of sickness, accident or injury, VRA has my express permission to secure, at my expense, such medical treatment as it deems necessary in its sole discretion. I understand that Releasees do not carry health insurance on me and that Releasees assume no financial responsibility for any medical, health, or disability payments. I agree and covenant that I will not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against any of the Releasees for damages of any type arising from or related to my participation or presence on VRA premises.

Miscellaneous. This document shall be broadly construed and governed in accordance with the laws of the State of Nebraska. If any portion of this Waiver and Release of Liability shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law or equity finds that any provision of this Waiver and Release of Liability is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforceable as so limited.

I grant VRA, the right to take photographs and/or videos of me or audio recordings of my voice during the participation activities and grant VRA all right, title and interest in any such photographs, videos and recordings. VRA may reproduce, publish, circulate, sell and otherwise use on behalf of VRA, any and all photographic and video likenesses of me and audio recordings of my voice. I waive any right to inspect any final artwork or copies containing my likeness or voice prior to any publication by VRA and acknowledge that the rights granted herein to VRA are perpetual and not limited in time.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS THAT I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSS OCCASIONED BY THE ACTIONS OR INACTIONS (INCLUDING NEGLIGENCE) OF RELEASEES, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT AS OF THE DATE SET FORTH BELOW.

I UNDERSTAND THAT UNDER NEBRASKA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO NEB. REV. STAT. §§ 25-21,249 TO 25-21,253.

I understand that it is a requirement of VRA to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse.

PARTICIPANT (SIGNATURE) DATE _____

PARTICIPANT (PRINTED NAME) CELL PHONE _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL ADDRESS: _____

EMERGENCY CONTACT: _____
RELATIONSHIP TO VOLUNTEER: _____
PHONE NUMBER: _____

IMPORTANT: If Participant is under 19 years of age, a parent or legal guardian must also sign this Release.

Parent/Guardian Name Parent/Guardian Signature _____

Date