

Hobby Horse Place LLC

Haul-In

Hold Harmless and Indemnification Agreement – Youth

This Haul-In Hold Harmless and Indemnification Agreement – Youth is being entered into as of _____, 20____,

by Hobby Horse Place LLC of 38909 Baypoint Lane, Polson, MT, 59860 ("Owner")
Name Address City State Zip

and _____ of _____, _____, _____, _____ ("Parent")
Name Address City State Zip

on behalf of _____ of _____, _____, _____, _____
Name Address City State

Zip ("Youth").

1. **Purpose of Agreement.** Parent wishes to bring horse(s) and Youth onto Owner's property for the purpose of riding. Owner agrees to permit Parent to bring horse(s) and Youth onto Owner's property for such purposes in exchange for the following agreement.
2. **Hold Harmless and Indemnification Agreement.**
 - 2.1. **Stable Rules.** Parent agrees to ensure that Youth follows carefully all posted stable rules and any other rules provided to Parent and/or Youth regarding use of the property.
 - 2.2. **Safe Riding Attire.** Parent agrees to ensure that Youth wears heeled boots, long pants, a long-sleeved shirt and gloves designed for riding when visiting Owner's property and an ASTM/SEI certified safety helmet fastened securely under the chin while riding on Owner's property. If Youth does not wear these items, Parent assumes the increased risk of injury or death associated with Youth failing to wear such protective attire. Parent agrees that Owner has no duty to provide safety attire for Youth.
 - 2.3. **Parent's Representations and Warranties.** Parent makes each of the following representations and warranties on behalf of Parent, Youth and Youth's guardians, heirs and assigns (collectively, the "Youth Parties"):
 - (a) Parent has the requisite authority to enter into this Agreement upon behalf of the Youth Parties.
 - (b) In the event that Youth is incapacitated at any time while Youth is on Owner's property, Parent grants Owner and Owner's agents, employees and contractors full authority to make all decisions on behalf of Youth, including medical care, and Parent agrees to hold such parties harmless for any injuries or death to Youth that may result from such decisions.
 - (c) Youth does not have any physical or mental conditions that may prevent Youth from safely participating in horse-related activities.
 - (d) All horses that Youth or Parent may bring to Owner's property have a current negative Coggins test and are current on all routine vaccinations.
 - (e) To the best of Parent's knowledge, all horses that Youth or Parent may bring to Owner's property are free of contagious diseases or conditions.
 - (f) All horses that Youth or Parent may bring to Owner's property have no history of dangerous behavior, including but not limited to, biting and kicking.
 - 2.4. **Risk of Injury or Death to Youth.** Parent understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with Youth visiting Owner's property and handling and riding horses on Owner's property. Parent understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Youth, Parent or others. Owner's property may contain defects. For example, footing at such facility, including arena, round pen, and pasture footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. **Parent expressly assumes all risks of Youth engaging in horse-related activities, including the risk that Owner and/or Owner's guests, employees, agents or contractors (collectively, the "Owner Parties") may be negligent. Accordingly, Parent agrees upon behalf of the Youth Parties not to sue the Owner Parties or otherwise make a claim against such parties in connection with any injury or death.**



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- 2.5. Risk of Loss of or Injury to Horses.** Parent understands that bringing horses onto any property, including Owner's property, is inherently risky. For example, in common areas, such as arenas, tie racks and wash racks, other horses could bite, kick, run into or otherwise injure horses. Horses may catch contagious diseases or conditions from other horses on Owner's property. Farm machinery, traffic or other hazards may spook horses. In wet or cold weather, the grounds of Owner's property, including paddocks, round pens and arenas, may become muddy or slippery, injuring horses. Owner's property may contain defects. For example, footing on Owner's property, including arena, round pen and paddock footing, may contain holes, rocks, uneven portions or otherwise be unpredictable. **Parent understands and expressly assumes all risks of bringing horses onto Owner's property, including the risk that the Owner Parties may be negligent. Accordingly, Parent agrees to hold the Owner Parties harmless for loss of or injury to horses.**
- 2.6. Trail Riding Risks.** Parent understands that riding horses outside of designated riding areas such as arenas and round pens ("Trail Riding"), including riding horses in an open pasture where other horses are loose, is inherently dangerous. In particular, horses may become spooked by traffic, wild animals, other horses or other hazards, causing Youth or Parent to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or manmade obstacles, injuring horses, Parent and/or Youth. Parent understands that Owner does not inspect or maintain any trails or paths, on or off of Owner's property, and Owner makes no warranty whatsoever regarding the safety of paths and trails. **Parent understands and expressly assumes all risks associated with Youth going Trail Riding, including the risk that the Owner Parties may be negligent.**
- 2.7. Property Damage.** Parent agrees that Parent will promptly pay for any damage that occurs on Owner's property that is caused by Youth, Parent or any horse that Youth or Parent brings onto Owner's property.
- 2.8. Parent's Indemnification Agreement.** Parent agrees to defend, indemnify and hold the Owner Parties harmless against all claims, demands, and causes of action, including court costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of any of the Youth Parties or brought by others against the Owner Parties in connection with horses brought onto Owner's property by Parent or Youth, or any action or inaction taken by Parent, Youth, or their guests, family members, agents, employees or contractors.
- 2.9. Waiver of Unknown Claims.** Upon behalf of the Youth Parties, Parent expressly waives any rights that the Youth Parties might otherwise have with regard to unknown claims. For the purpose of this section, "claims" shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with this Agreement.
- 3. Entire Agreement.** This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.
- 4. Governing Law and Venue.** This agreement shall be governed by the laws of Montana (state). The parties hereby agree that any legal action under the Agreement must be brought in Lake County, Montana (state).
- 5. Attorneys' Fees and Other Expenses.** In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this section, "expenses" will include the following costs actually incurred by the prevailing party: Attorney's fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.
- 6. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.



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Parent

Owner

Signature: _____ Signature: _____

Name (printed): _____ Name (printed): Debbie McGuinness

Date: _____ Date: _____



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