ARISTA RANCH LLC LIABILITY RELEASE FORM

This form must be completed by and for each participant.

Premises owners' names are Charles G. Olsen and Jana L. Olsen, hereinafter known as Arista Ranch LLC and OQH Enterprises, LLC location 55050 W. US HWY 275, Norfolk, NE 68701

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY, ARISTA RANCH LLC AND OQH ENTERPRISES LLC, DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT'S HERBY AGREED TO AS FOLLOWS THAT:

- A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE. I, the following individual hereinafter known as "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on premises ARISTA RANCH LLC AND OQH ENTERPRISES LLC, and that this RIDER will ride his/her own horse or one borrowed or leases by RIDER's own arrangement today and on all future dates: RIDER NAME & AGE (if under 21)
- B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS— This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives: and it shall be interpreted according to the laws of MADISON COUNTY, NEBRASKA. Any disputes by RIDER shall be litigated in and venue shall be in MADISON COUNTY, NEBRASKA.

The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" herein shall refer to a person who rides a horse mounted or otherwise handle or comes near a horse from the ground.

The terms "I", "me", "my", shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

C. ACTIVITY RISK CLASSIFICATION — Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According the NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, and potentially life-threatening.

My signature, and in the case of a minor, a parent or guardian's signature, they and I, hereby waive all rights, if any, claims, causes of action and lawsuits against ARISTA RANCH LLC, AND OQH ENTERPRISES LLC, and Charles G. Olsen and Jana L. Olsen, their family, heirs, executors, personal representatives and administrators, successors, assignees, guests, employees or agents affiliated with any of them in any manner (collectively hereinafter "ARISTA RANCH") for any

injury, liability, or damages which may occur while riding any horse, whether leased or owned by me or any other person, or any injury or damages which may occur while participating in any activity relating to horseback riding. I agree to indemnify, defend, and hold harmless, ARISTA RANCH LLC, for any accident, injury, or loss that may occur. I understand that horseback riding always involves danger and I ride at my own risk.

Arista Ranch LLC recommends riders always wear a protective safety helmet, and it is the responsibility of the rider to comply.

I, the undersigned, agree to take full responsibility for myself and the animal I am riding.

The undersigned agrees to indemnify and defend Arista Ranch and hold it harmless from any and all claims, causes of action, damages, judgements, costs or expenses, including attorneys' fees as allowed by law, which may arise from the undersigned's use of premises and facilities of Arista Ranch. The undersigned hereby assumes full responsibility of said use.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCCURATE.

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Signature of rider (parent must sign for minor)	Date	
	for	
Signature of parent/guardian	please print	
Address in full:		
Phone:		
Emergency Contact:		