

PMB Stock Co. Inc.

Circle Bar B Stables

Rental Application and Release of Liability Agreement: Please Read and Sign

I hereby make application for rental of a horse. I am a:

- Novice Rider Good Rider Excellent rider

All riders have the option of using a helmet for the duration of the ride.

- I DO NOT request a helmet I REQUEST a helmet and will not mount a horse until I am provided a helmet.

In consideration of the acceptance of my application to hire, use, handle and ride the horses, mules or ponies owned or provided by the Circle Bar B Stables, I HEREBY WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR A DEATH, PERSONAL INJURY, OR FOR PROPERTY DAMAGE which may arise or hereafter may happen to me or my heirs, as a result of my participation in this activity.

BY SIGNING THIS LIABILITY RELEASE I AGREE NOT TO SUE OR BRING CLAIM AGAINST CIRCLE BAR B GUEST RANCH, CIRCLE BAR B STABLES, PMB STOCK CO INC., CIRCLE BAR B RANCH RESORT INC., ITS OWNERS, EMPLOYEES, OR AGENTS IF I AM INJURED AND OR DAMAGED IN ANY WAY FOR ANY REASON, EVEN IF DUE TO THE SOLE NEGLIGENCE OF THE CIRCLE BAR B STABLES, ITS OWNERS, EMPLOYEES OR AGENTS. THIS INCLUDES ANY DAMAGES AND OR INJURIES CAUSED BY ANY MISTAKE AND/OR MISJUDGMENTS MADE BY THE EMPLOYEE GUIDING THE RIDE.

I understand that I am participating voluntarily with full knowledge that the activity of horseback riding can cause me emotional and/or physical injury including loss of life. Knowing the potential risks of this activity, use of the equipment and use of the premises, I agree to assume all such risks and I further agree to release in advance Circle Bar B Stables, Circle Bar B Guest Ranch, Circle Bar B Ranch Resort Inc., PMB Stock Co., and all owners, employees, entities and agents associated with Circle Bar B Guest Ranch from any and all liability. I agree to give up all rights that I may have, or my heirs may have, to bring a legal action (file a claim or lawsuit) to the fullest extent allowed by law for any injury and or damages I may suffer for any reason CONNECTED WITH MY PARTICIPATION IN HORSEBACK RIDING AT THE Circle Bar B Ranch. I know and understand this release applies EVEN THOUGH THE LIABILITY MAY BE CAUSED OUT OF THE SOLE NEGLIGENCE OR SOLE FAULT ON PART OF CIRCLE BAR B STABLES OR ANYONE CONNECTED WITH THE CIRCLE BAR B RANCH OR THE CONDITION OF THE LAND AND ALL MAN MADE STRUCTURES. THIS INCLUDES THE LACK OF EMERGENCY MEDICAL CARE, AND THE FAILURE OF ANY EQUIPMENT INVOLVED IN HORSEBACK RIDING. IN OTHER WORDS, I VOLUNTARILY ASSUME THE RISK OF ANY INJURY, HOWEVER CAUSED, I MAY SUFFER AT THE CIRCLE BAR B RANCH EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE RELEASED PARTIES SET FORTH ABOVE.

I agree that I am solely responsible for any injury I may sustain, including death, and that this release fully applies to me regardless of any physical or mental conditions I may have including being overweight and obese. Furthermore, I agree to indemnify or repay Circle Bar B Stables for any injuries and or damages I may cause, either directly or indirectly, by my actions and or participation in the activity of horseback riding while at the Circle Bar B Ranch.

The conditions set forth in this agreement are the conditions that apply to me to allow me to enter upon the private Property of the Circle Bar B Ranch and to participate in the activity of horseback riding. I agree to accept and abide by the rules and instructions of the Circle Bar B Stables and its employees and the terms and conditions of this agreement. I understand and agree that this release is binding on me and my heirs, personal representatives and assignments forever. This release also applies to people riding their privately owned horses.

The party hereto acknowledges HAVING READ AND UNDERSTAND THIS AGREEMENT

Rider's Signature _____ Date _____

Please Print

Rider's Name _____

Address _____

Phone _____

Street

Email _____

City

State

Zip

*If I am signing this agreement as a parent or legal guardian of a child under the age of 18, so that child may be able to use or ride a horse, mule or pony then I AGREE TO INDEMNIFY AND HOLD HARMLESS THE CIRCLE BAR B STABLES AND ITS OWNERS, AGENTS AND EMPLOYEES FROM ANY CLAIM FOR INJURIES, DEATH, OR DAMAGE BROUGHT BY THE CHILD that is caused by the use, the handling or riding of horses, mules and ponies owned or provided by Circle Bar B Stables. I also agree to accept and be bound by all terms and conditions set forth above in this entire agreement. The undersigned represents that he/she is either the parent or legal guardian of the child identified in this agreement.

Parent/Legal Guardian Signature _____ Printed Name _____