

RELEASE OF ALL CLAIMS – Exhibit A

Assumption of Risks: Horseback riding and boarding, by their very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Horses have the propensity to behave in ways that may result in injury, harm or death to persons on or around the horse; have unpredictable, reactions to such things as sound, sudden movement and unfamiliar objects, persons or other animals, and are susceptible to certain hazards such as surface or subsurface conditions, collisions with other horses or objects; propensities include kicking, biting, rearing and other actions. Tack equipment can fail resulting in falling or loss of control; and those and their related activities have the potential of participants to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over a horse. Equine activities are inherently dangerous. The undersigned acknowledges and understands the foregoing risk and those associated with it.

As additional consideration for the boarding and other rights granted under the Agreement, the undersigned, being of lawful age, does hereby (1) release SOMEWHERE OVER THE RAINBOW LODGE and JERRY R. BECHHOLD, and their officers, agents, members, employees, successors, heirs, assigns and their insurance companies (“Releases”), from any and all liabilities, claims, actions, cross-actions, causes of action, loss of service, demands, rights, claims for damages, indemnification, contribution, costs, attorney’s fees, expenses and compensation whatsoever, which have or hereafter accrue on account of/or in any way arising out of any and all known, foreseen and/or unforeseen, bodily and personal injuries and property damage and the consequences thereof resulting or to the result from the accident, casualty or event which may occur to the undersigned, their minors, horses, guests or other personal property, while on the property of SOMEWHERE OVER THE RAINBOW LODGE and JERRY R. BECHHOLD or connection with the boarding of their horse and (2) assumes any and all liability for damage or injury caused by their horse or the actions of the undersigned, their minors, horses, guests or related to their personal property and (3) shall indemnify, defend and hold harmless the Releasees from any and all liabilities, claims, actions, cross-actions, causes of action, loss of service, demands, rights, claims for damages, indemnification, contribution, costs, attorney’s fees, expenses and compensation whatsoever, which have or hereafter accrue on account of/or in any way arising out of their actions or the actions of their minors, horses, guests or related to their personal property.

All horses should be current on all vaccinations.

WE AGREE NOT TO SUE THE RELEASEES IF WE GET HURT, OR INJURED IN ANY WAY AS THE RESULT FROM ANY PARTICIPATION IN ANY PROGRAMS WHATSOEVER OFFERED BY SOMEWHERE OVER THE RAINBOW LODGE and JERRY R. BECHHOLD.

The undersigned further declares and represents that no promise, inducement or agreement now herein expressed has been made to the undersigned, and this release contains the entire agreement between the parties hereto.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT AND HAS RECEIVED A COPY IN ITS ENTIRETY.

Date: _____

Name: _____

Address: _____

Phone: _____

Minor’s Name(s): _____

Relationship to Minor(s): _____

Signature: _____

Owner of Horse: _____ Name of Horse: _____