

**BEARTOOTH BOARDING AND RIDING LLC**

**BOARDER RELEASE AND INDEMNITY**

The undersigned boarder, on behalf of boarder and all persons who may engage in equine activities or other Activities defined below at the invitation of, or in connection with, the undersigned boarder (collectively, "Boarder"), hereby fully and forever releases, discharges, and covenants not to sue BEARTOOTH BOARDING AND RIDING LLC ("BBR") and its affiliates, related entities, and parties with which it contracts to operate its business, and their respective successors, assigns, agents, owners, members, managers, shareholders, partners, employees, contractors, and attorneys (collectively, out of or related to: (i) the boarding, care, riding, handling and presence of Boarder's horse(s) with BBR, (ii) any activities on property owned, used or leased by BBR, or (iii) any activities which are sponsored by, affiliated with or related to the business conducted by BBR (collectively, the "Activities").

Boarder fully understands the risks and dangers involved in the Activities, and assumes all risks relating to the Activities, including but not limited to the risk of injury or death of the rider or handler of the equine, injury or death of the equine, and injury, death, property loss or other damage to third parties. Boarder waives all rights of recovery against BBR for any loss, damage, injury or other liability, and all insurers of Boarder shall be bound by this waiver and shall not have any right of subrogation against BBR.

Boarder understands, acknowledges, and accepts that under Montana statutory law, an equine sponsor or professional, such as BBR, is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities, and that an equine participant, such as Boarder, has a duty to act in a safe and responsible manner at all times to avoid injury to the participant and others, and to be aware of risks inherent in equine activities. [MCA §§27-1-725 through 728]

Boarder hereby releases and forever discharges the Released Parties from, and covenants not to sue and agrees to indemnify the Released Parties with regard to, any claim whatsoever which arises or may arise from the provision of any first aid, treatment, service, or assistance rendered to Boarder in connection with the Activities or the presence of Boarder on the property of any of the Released Parties, or from any decision by a Released Party to seek or request medical or dental treatment for Boarder relating to any injury or harm to Boarder arising from the Activities or the presence of Boarder on any property of any of the Released Parties.

Boarder agrees to indemnify and hold the Released Parties harmless from and against, any and all actions, claims, causes of action, demands, liabilities, damages, including but not limited to punitive and consequential damages, and expenses, including but not limited to attorney and paralegal fees and costs, whether asserted or unasserted, known or unknown, liquidated or unliquidated, foreseen or unforeseen, arising out of or related to the Activities.

The release, covenant not to sue, and indemnity contained herein shall be effective in perpetuity, and shall survive the termination or expiration of the boarding and any other relationship between Boarder and BBR.

This Release and Indemnity shall be governed by and interpreted in accordance with the laws of the State of Montana. If any provision of this Release and Indemnity or its application to any person or circumstance is held invalid or unenforceable to any extent, the remaining provisions hereof shall nevertheless be valid, effective and enforceable. This Release and Indemnity may not be revised, modified or amended except in writing signed by BBR and Boarder. Signatures to this Release and Indemnity may be transmitted by facsimile or electronically and shall be deemed to be original signatures. Boarder agrees to pay, upon demand by any of the Released Parties, all costs and expenses incurred by any of the Released Parties in enforcing this Indemnity Agreement, including attorney and paralegal fees and costs.

Dated: \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

If an entity, name of entity: \_\_\_\_\_

Office or position with entity: \_\_\_\_\_