



**RELEASE OF LIABILITY, INDEMNITY AND
ASSUMPTION OF RISK AGREEMENT**

Please Read Before Signing

In consideration for being permitted access to and use of the Mara Brandman Arena and surrounding facility and parking lot for any and all activities including but not limited to equestrian or community activities, I acknowledge and agree to the following:

1. That I am aware and agree that horseback riding and other equine activities are athletic events which can and do involve serious risks of injuries or death to participants and spectators. I understand that my horse(s) or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that cows, horses, dogs and other animals are often unpredictable and are often difficult and sometimes impossible to control.
2. That I am aware and agree that by participating in equestrian activities, horse shows, cow sorting and other animal related activities and that I may be seriously injured by both foreseeable and unforeseeable dangers and risks;
This waiver also applies to all food and drinks purchased or partaken while on this premises.
3. That I am aware that these risks and dangers may be caused by the negligence of the owners, employees, officer or agents of OPA-ETC, Milan Capitol Management, JMI and their affiliates; participants, spectators and others and forces of nature that are unforeseen; and
4. That I understand and agree that by participation in activities on the property and/or use of the equipment that I assume all risks and dangers and all responsibility for any losses and/or damages to myself, my guests and any minors under my control.
5. That I further agree on behalf of myself, my personal representatives, family and my heirs, to release, waive, discharge, hold harmless, defend and indemnify OPA-ETC, Milan Capitol Management, JMI and its affiliates, it's owners, agents, officers and employees **and volunteers** from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of arena and equestrian center. I specifically understand that I am releasing, discharging and waiving any claims or actions that they may have presently or in the future. This waiver is valid until revoked in writing for any and all activities that I attend on the property.

PHOTO RELEASE – The undersigned hereby grants to OPA-ETC, permission to take or have taken still and moving photographs and films, including television pictures, of **myself**, my/our -daughter/son/ward and consents and authorizes OPA-ETC to use and reproduce the photographs, films and pictures and to circulate and publicize the same by all means including, but not limited to, newspapers, television media, brochures, pamphlets, instructional material, books and clinical material. I hereby expressly and irrevocably waive and release any right in connection with such use, including any claim to compensation, invasion of privacy, right of publicity or to misappropriation.

I HAVE READ THE ABOVE WAIVER AND RELEASE. I AGREE THAT BY SIGNING THIS AGREEMENT THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE OPA-ETC, MILAN CAPITOL MANAGEMENT, JMI AND THEIR OFFICERS AND AGENTS, THEIR AFFILIATES, THE LANDOWNERS, USERS, VENDORS EMPLOYEES VOLUNTEERS AND PARTNERS, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED AT THE ARENA SITE. **This waiver-form is in effect until revoked.*

Participants Name

Age

Phone

Street Address

City

Email

Print Name of Participant's Parent/Guardian (if less than 18 years old) **Signature** of Participant's Parent/Guardian **DATE**

