

RIDING CLUB WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION AGREEMENT

WARNING UNDER LOUISIANA LAW, A FARM ANIMAL ACTIVITY SPONSOR OR FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A FARM ANIMAL ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE FARM ANIMAL ACTIVITY, PURSUANT TO R.S. 9:2795.1.

I, _____, as a guest and invitee of “Eightfold Riding Club”, which is owned by JACK R. GAMBLE, JR., LLC, a Louisiana limited liability company (“**Gamble**”), and its members (the “**Members**”), realize that it is reasonably foreseeable that injuries to my person or damage to my property may result while I am on premises owned and/or leased by Gamble. I understand that there is risk of injury associated with riding horseback and other outdoor activities like those typically pursued on Gamble’s premises, and I acknowledge that being around others who are engaged in such activities, particularly because large animals are being utilized and ridden, poses significant risk of injury. I also understand that Gamble owns and operates a “horse gym”, and I acknowledge that “loading” and “unloading” a horse on the “horse gym”, riding horseback, interacting with horses, and participating in the “horse gym” is inherently dangerous. I acknowledge that death and serious bodily injury are inherent risks of engaging in horseback riding, interacting with horses and participating in the “horse gym”.

With knowledge of the risks inherent in horseback riding, interacting with horses, and participating in the “horse gym”, and with knowledge of the danger posed by such activities, I agree to assume, and do assume, without any reservations, all risks of injury to my person or property and all other losses and damage of every kind to myself and to any of my minor children riding or engaging in the aforementioned activities with me, thereby releasing and forever discharging Jack R. Gamble, Jr., LLC, its Members, and its agents, employees, and other invitees from any and all liability whatsoever to me and to any minor child of mine for any injury or loss I may suffer while on Gamble premises or while riding on a horse owned and/or maintained by Gamble, its Members, its employees, its agents, or any of them. **I FURTHER AGREE TO INDEMNIFY AND HOLD EACH OF JACK R. GAMBLE, JR., LLC, ITS MEMBERS, AND ITS AGENTS, EMPLOYEES, AND OTHER INVITEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND OTHER LIABILITIES INCLUDING, BUT NOT LIMITED TO ATTORNEYS’ FEES, ARISING OUT OF, CONNECTED WITH OR OTHERWISE RESULTING FROM MY VISIT AND THE VISIT OF ANY OF MY MINOR CHILDREN TO THE PREMISES OWNED AND/OR LEASED BY GAMBLE OR RESULTING FROM ANY ACCIDENT INVOLVING OR RELATED TO A HORSE OWNED AND/OR OPERATED BY GAMBLE, ITS MEMBERS, ITS EMPLOYEES, ITS AGENTS, OR ANY OF THEM.** The foregoing releases, indemnifications and hold harmless agreements by me shall be valid even if Gamble or the Members or any of the employees, agents or other invitees of Gamble use or maintain a horse, or accessories incidental to training and maintain horses, in violation of any law or regulation, or otherwise in an unsafe manner, provided that no party shall be deemed released from liability to me for intentional or gross fault of that party that causes damages to me or to my minor children.

I further agree to the following:

1. I understand that in order to engage in any of the horse riding activities described herein, and in order to bring the horse on the premises of Gamble, that I must be a member of “Eightfold Riding Club”.
2. I will comply with all regulations relating to horses and horse training, established by the State of Louisiana.
3. I will only ride and interact with horses which I believe are properly trained and with which I am fully familiar.
4. I will refrain from drinking alcohol before or while horseback riding, training horses, participating in the “horse gym” or accessing the premises owned by Gamble, and will not use any non-prescription drug which would endanger me or anyone else while on the premises.
5. I will hold harmless all aforementioned parties against any property damage or personal injury caused by road hazards, animals, reptiles or insects, domestic or wild, whether from poison, rabies, or otherwise, to me or my family members.
6. I agree to pay any fee and complete any training course required by

Gamble prior to (1) using the "horse gym" and/or (2) entering Gamble's premises.

7. I will remain with any horse I bring on the premises at all times, including, without limitation, while my horse is using the "horse gym".

All releases, indemnity agreements and hold harmless agreements set forth above are limited by the following: This release, indemnity agreement and hold harmless agreement shall not exclude or limit liability of any party who injures me or my minor children through that particular party's intentional or gross fault or to any party who personally causes physical injury to me. Thus, for example, if Gamble through its gross fault were to injure me, my release, hold harmless and indemnity would not apply to Gamble, but nevertheless all Members, employees, agents and other invitees of Gamble would be released, indemnified and held harmless by me, provided that they had not intentionally or through their own respective gross fault or personally physically injured me or my minor children.

I have read and fully understand this instrument and acknowledge that my execution hereof is completely voluntary and extends and continues in force at any time I am on property owned or leased by Jack R. Gamble, Jr., LLC.

SIGNATURE

DATE

PRINT NAME

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