

## ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

This Acknowledgement and Assumption of Risk entered into this day and year by and between \_\_\_\_\_ (“Participant”) and Cheryl Smith and Cappy Pruett, both individually, collectively, and jointly and severally, (“Hosts”) for and in consideration of being allowed onto the property owned by the host (Cheryl Smith), the Participant, hereby expressly agrees as follows:

Participant understands that there is a substantial risk of personal injury, including death, and property damage in connection with Participant’s use of the Hosts’ property for any purpose whatsoever.

Participant understands that the Hosts have no particular skill or expertise with regard to being aware of dangerous conditions that may exist on their property and that the Hosts are only allowing the Participant onto their property with the understanding that they will not be held liable in any way for any for any event which takes place on the property, or in connection with Participant’s use of their Property, including the Participant’s use of any equipment, or animals on said Property, which causes loss, damage, or injury to the Participant, and/or Participant’s animals.

Participant further acknowledges and understands that the Hosts property is rural in character, and that medical treatment may take more time to arrive or to be obtained than it might otherwise be if the property were located in an urban area, and hereby releases Hosts from any liability whatsoever with respect to obtaining medical treatment.

Participant acknowledges that due to the unique combination of dangerous factors in and on the Hosts’ property associated with the stabling and herding of sheep and other livestock, the large number of dogs and other animals both domestic and wild that are or may be present on the premises, the owners, trainers, or other personnel that may also be present, there are inherent dangers in and on the Hosts’ property which the Hosts cannot reasonable eliminate after exercising reasonable care.

Participant acknowledges also that conditions may change on the Hosts’ property without any warning whatsoever and Participant specifically intends to waive all liability for any unforeseen and/or unanticipated events on the Hosts’ property.

In acknowledgement of the dangerous conditions and inherent risks associated with being on the Hosts’ property, the Participant hereby voluntarily assumes all risks of injury or damages that he or she may sustain while on the Hosts’ property, and waives all liability against the Hosts, whether individually, jointly, or severally, together with their agents, servants, invites, or representatives or heirs.

Participant assumes full responsibility for any and all injuries, damages, or losses which may

occur to Participant, in, on, or about the property of the Hosts, and does hereby fully and forever release and discharge the Hosts, their employees, agents, invitees, servants, heirs and assigns from any and all claims, demands, damages, rights of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the Participant's or his or her guests use of the Hosts premises in any manner, or any animal (wild or domestic) thereon.

If Participant brings guests ("Guests") onto Hosts Property and does not have them sign an Acknowledgement and Assumption of Risk Agreement, then Participant agrees to indemnify and hold harmless the Hosts, their employees, agents, invitees, servants, heirs, and assigns of and from all liability whatsoever for any damages or injuries that the Guests may suffer or sustain in connection with being in, on, or about the property of the Hosts, including costs and attorneys' fees.

If Participant brings minor children ("Minors") onto Host's Property then Participant represents and warrants that he or she has the authority to bind the children to this Acknowledgement and Assumption of Risk. If it is later determined that the Participant did not have the authority to bind the minors, then the Participant agrees to indemnify and hold harmless the Hosts, their employees, agents, invitees, servants, heirs, and assigns of and from all liability whatsoever for any damages or injuries that the minors may sufferer or sustain in connection with being in, on, or about the property of the Hosts, including costs and attorneys fees.

In despite this Acknowledgement and Assumption of Risk Agreement the Participant, or his or her heirs, beneficiaries, or representatives bring an action of any type, tort or description, against Hosts, then Hosts shall be reimbursed for their costs and attorney fees which are necessitated by such action being brought by the person or persons bringing such action with thirty (30) days of such feed being incurred.

Participant agrees to pay for any damage to the Hosts property, animals, equipment and/or livestock caused by Participant or Participant's animals. Participant understands that the replacement cost of sheep is a minimum of \$200.00 per animal.

Participant represents and warrants to Hosts that his or her dog or dogs or other animals being brought onto Hosts property are not aggressive towards other dogs, people, or livestock. If Participants dog, dogs or animals have such tendencies, they must first obtain the prior written consent of the Hosts before participating.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM WAIVING ALL RIGHTS TO SUE THE HOSTS, HEIR AGENTS, SERVANTS, EMPLOYEES, HEIRS, ASSIGNS, AND INVITEES. I REPRESENT THAT I HAVE READ THIS ENTIRE AGREEMENT, I UNDERSTAND ITS CONTENTS, AND THAT I HAVE FREELY, VOLUNTARILTY AND KNOWINGLY ENTERED INTO THIS AGREEMENT INTENDING TO BE BOUND THEREBY. I FURTHER ACKNOWLEDGE THAT THIS ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

AGREEMENT SHALL APPLY TO ALL TIMES WHEN I AM ON, IN OR ABOUT THE HOSTS' PROPERTY IN THE FUTURE.

Dated \_\_\_\_\_, 201\_\_\_\_\_

Participant's signature:

Enter Participants name:

Enter Participants full mailing address:

Enter Participants phone number:

Enter Participants email address: