

### **Recreational Activity Release and Indemnity Agreement**

This RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT (RELEASE) is voluntarily and knowingly entered into by \_\_\_\_\_, hereinafter PARTICIPANT, and Sirin Riders, their owners, guides, employees, agents, volunteers, officers, and directors, hereinafter collectively referred to as PROVIDER .

This document is a full release and indemnity agreement whereby PARTICIPANT is releasing and indemnifying PROVIDER from various inherent risks, known and unknown, involving various recreational activities including, but not limited to, horses and horse-type activities and further releasing PROVIDER from PROVIDER'S negligence, if any, and further releasing PROVIDER from any results of the inherent risks and/or PROVIDER'S negligence, such results including, but not limited to, property damage, bodily and personal injury, illness, paralysis, or death .

PARTICIPANT will be engaged in activities involving horses and other potentially dangerous recreational activities, including, but not limited to, horseback riding activities and/or other activities related and/or not related hereinafter PROVIDER'S PROGRAM, and PROVIDER'S recreational activities and riding program.

PARTICIPANT is informed, acknowledged and understands:

- 1) That there are significant risks and dangers involved with horses and horseback riding, and that horses are powerful and potentially dangerous animals;
- 2) That a horse may, at any time, without warning, and for no reason, jump up, forward, backward, or sideways;
- 3) That a horse may become uncontrollable, run wildly, buck, bite, kick, rear up or step on feet or other body parts without warning;
- 4) Horses become tired, stressed, cantankerous, and their behavior is unpredictable;
- 5) A horse may trip, stumble, and/or fall down when being led, ridden or otherwise attended to;
- 6) That weather, terrain, other animals, and/or people and/or other PARTICIPANTS may adversely affect a horse's behavior;
- 7) That these risks, and others, are inherent with horse and other activities which have risks that may not be anticipated, controlled or eliminated by PROVIDER and, further, PROVIDER has no duty to do so;
- 8) That these risks and activities in general can cause property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family and/or any accompanying riders or non riders;

9) That PROVIDER and/or other people and/or PARTICIPANTS may, on occasion, be NEGLIGENT (NEGLIGENT meaning, generally, a failure to exercise ordinary or reasonable care) in their duties and responsibilities to PARTICIPANT and this NEGLIGENCE can cause property damage, bodily and personal injuries, illness, paralysis, and death to you and/or members of your family and/or any accompanying, riders or non riders;

10) That the horseback riding activities and other activities will sometimes be in the wilderness, and otherwise remote areas, and that bodily and personal injuries, illnesses, paralysis, and/or other injuries may occur to you where you are a considerable distance from doctors, hospitals, and any type of medical help or assistance.

PROVIDER strongly recommends the use of a riding helmet which may minimize the risks of head and other injuries. PROVIDER does not undertake to supply riders with helmets, and if he does so, PROVIDER does not warrant the performance of any hat and/or helmet that PROVIDER may supply and is not in any way liable for any defect or improper performance of that hat and/or helmet..

For and in consideration of the monies paid, and your participation in PROVIDER'S program, PARTICIPANT does hereby completely release, acquit, and forever release and discharge PROVIDER and/or their successors and/or personal representatives and/or assigns of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from, by whatsoever direct and/or indirect cause, property damage, bodily and personal injuries, illnesses, paralysis, and/or death to you and/or members of your family and/or any accompanying riders or non riders as a result of participation in PROVIDER'S program or in conjunction with recreational activities or PROVIDER'S NEGLIGENCE. This RELEASE includes, but is not limited to, all claims or causes of action whether based on a tort, contract or any other theory of recovery, which the PARTICIPANT now has or which may hereafter accrue or may otherwise be acquired on account of or may in anyway grow out of any recreational and or equestrian activities including, but not limited to, any and all claims for emotional distress, loss of consortium, loss of companionship, loss of income, bodily or personal injury to PARTICIPANT and/or members of PARTICIPANT'S family and/or any accompanying riders or non riders or any wrongful death claim or punitive damage or any other claim of PARTICIPANT'S representatives or heirs which have resulted or may result from the recreational and/or equestrian activities, acts, omissions, or NEGLIGENCE of PROVIDER.

PARTICIPANT further stipulates and agrees in further consideration to fully indemnify and hold forever harmless PROVIDER against loss from any and all claims, demands or actions which may hereinafter or at any time be made or brought against PROVIDER by any person or entity who has made or agreed to make payments on PROVIDER'S behalf for any medical expenses or any other obligations incurred by PARTICIPANT as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to PARTICIPANT and/or any members of PARTICIPANT'S family, and/or any accompanying riders or non riders, arising out of PROVIDER'S activities. PARTICIPANT further agrees and stipulates to indemnify and

hold forever harmless PROVIDER against loss from any and all further claims, demands, or actions which may hereinafter or at any time be made or brought against PROVIDER by any person or entity who claims to have been damaged or who asserts a claim as a result of property damage, bodily and personal injury, illness, paralysis and/or death to PARTICIPANT arising out of PROVIDER'S activities.

PARTICIPANT further stipulates and agrees to fully indemnify and hold forever harmless PROVIDER from any action, claim, demand, obligation, cause of action, damages, costs, loss of services, expenses and/or compensation of any kind or nature whatsoever on account of or in any way growing out of, and/or which in the future may result from property damage, bodily and personal injury, illness, paralysis, and/or death to any person, including minors and incompetents over whom and/or for whom PARTICIPANT has custody, control, and/or other legal responsibilities.

PARTICIPANT acknowledges and agrees that PARTICIPANT'S participation in PROVIDER'S recreational activities and riding program is completely voluntary and PARTICIPANT acknowledges all risks, known and unknown, accepts all risks, known and unknown, and assumes full responsibility for all risks, known and unknown, including, but not necessarily limited to, those risks identified in this RELEASE and acknowledges and accepts full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to PARTICIPANT and/or members of PARTICIPANT'S family and/or any accompanying riders or non riders. Further, PARTICIPANT represents:

- 1) PARTICIPANT has completely and fully read this document as well as the Booking Conditions, agrees to its terms, has been given ample opportunity to seek legal counsel to review and advise PARTICIPANT as to the legal effect of this RELEASE and has been provided additional opportunities to ask questions and make inquiries of PROVIDER regarding this RELEASE;
- 2) PARTICIPANT warrants and represents he/she has no medical problems whatsoever which might interfere with PARTICIPANT'S participation in PROVIDER'S program;
- 3) PARTICIPANT is voluntarily participating in the recreational and/or horse and/or equestrian activities with full knowledge of the activities and the risks involved;
- 4) PARTICIPANT accepts and assumes the risks and legal responsibilities for any and all injuries and/or damages which may result from those risks associated with participation in recreational and/or horseback riding activities and/or equestrian activities;
- 5) PARTICIPANT warrants and represents that he/she can fulfill any physical requirements involved with recreational and horse and/or equestrian activities;
- 6) PARTICIPANT understands that the presence of PROVIDER'S personnel is no assurance of PARTICIPANT'S safety or lessens any risks assumed by PARTICIPANT;
- 7) PARTICIPANT warrants and represents that he/she has obtained adequate medical/disability/life insurance or other monies to cover losses to himself or others.

Obtaining an insurance program is solely the PARTICIPANT'S responsibility. It is the PARTICIPANT'S sole responsibility to obtain an appropriate insurance to cover any and all kinds and nature of events mentioned in this release, further including, but not limited, to event of delays to travel arrangements and/or cancellation charges and/or loss and/or delay to baggage and/or personal effects;

8) PARTICIPANT warrants and represents that he/she will follow and fulfill all PROVIDER'S instructions and orders whilst taking part in PROVIDER'S program. Notwithstanding the above said, PARTICIPANT acknowledges, warrants and declares PROVIDER has full rights, without notice, to cancel and cease PARTICIPANT'S participation in the PROVIDER'S program due to inappropriate level and/or disabilities and/or lack of skills and/or inappropriate behavior of participant, and PARTICIPANT will have no claim against the PROVIDER. PARTICIPANT further stipulates and agrees in further consideration to fully indemnify and hold forever harmless PROVIDER against loss from any and all claims, demands or actions which may hereinafter or at any time be made or brought against PROVIDER, including but not limited to, losses and/or any and all other direct and/or indirect expenses resulting from these decisions and/or whatsoever PARTICIPANT'S participating and/or cease of participation in PROVIDER'S program.

9) PARTICIPANT acknowledges, warrants and declares PROVIDER has full rights, without notice, to cancel and or make changes of any kind or nature at any time regarding the PROVIDER'S program. PARTICIPANT further stipulates and agrees in further consideration to fully indemnify and hold forever harmless PROVIDER against loss from any and all claims, demands or actions which may hereinafter or at any time be made or brought against PROVIDER, including but not limited to, losses and/or any and all other direct and/or indirect expenses resulting from these changes and/or whatsoever PARTICIPANT'S participating in provider's program.

10) PARTICIPANT acknowledges, warrants and agrees to fully indemnify and hold forever harmless PROVIDER against loss from any and all claims, demands or actions which may hereinafter or at any time be made or brought against PROVIDER, including but not limited to, loss or damage to private belongings of PARTICIPANT, including but not limited to, clothing and/or bags and/or jewelries whilst taking part in equestrian and/or horseback riding and/or any and all PROVIDER'S activities.

PARTICIPANT also agrees to the Sirin Riders Booking Conditions in its entirety.

It is agreed that this RELEASE and its provisions shall be governed by the law of the State of Israel, and only the competent courts in Tel Aviv-Jaffa shall have jurisdiction over any dispute arising herefrom.

This RELEASE shall not be canceled, modified, and/or changed in any manner except by the written agreement of both PROVIDER and PARTICIPANT. The invalidity of any portion of this RELEASE shall not affect the validity of the remaining RELEASE.

THE UNDERSIGNED PARTICIPANT(S) HAS (HAVE) READ AND FULLY UNDERSTAND(S) THIS RELEASE WHICH MUST BE COMPLETELY SIGNED AS INDICATED AND RETURNED BEFORE YOUR ARRIVAL.

Accepted and agreed to:

Tour Name

Travel Date

\_\_\_\_\_

\_\_\_\_\_

1. Traveler

Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Traveler

Name \_\_\_\_\_

Signature \_\_\_\_\_

3. Traveler

Name \_\_\_\_\_

Signature \_\_\_\_\_

4. Traveler

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For participants who are under 18 years of age, I hereby assume full responsibility for all expenses and liabilities of the above named participant(s) in this riding tour, I agree to hold Sirin Riders and their associates harmless from any liability or claims on behalf of that participant, and authorize the use of appropriate medical treatment for participation in the event of injury.

Parent/Guardian

Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_