

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

In consideration of being permitted to use Larson White River Ranch, LLC, and Larson Livestock Center, LLC, real and personal property, including but not limited to the arena, land, horses, livestock, equipment, tack, and trails for hunting, camping, lodging, fishing, ATV use, motor vehicle use, go-carts, motor biking, bicycling, boating, viewing livestock, sales, photography, touring, snowmobiling, trail riding, and yearling riding, livestock handling and riding, and in consideration for the participation in "equine activity" as defined in SDCL 42-11-1, I, for myself, my heirs, next of kin, my estate, legal guardians, my personal representatives, and assigns, hereby release, waive, covenant not to sue, indemnify, and hold harmless, Joel Stuart, Vicki Stuart, Darrell G. Larson, Frances L. Larson, Dennis L. Larson, Susan J. Larson, Barbara L. Larson, Audie D. Larson, Holly Larson, Monty A. Larson, Kaylea Larson, Trevor Larson, Trace Larson, Jesse Larson, Tanya Shoemaker, Larson White River Ranch, LLC, Darrell and Glenn Larson Partnership, Larson Livestock Center, LLC, White River Partners, LLP, White River Sportsman, Inc., their agents, employees, representatives, assignees, directors, officers and shareholders, and any other persons connected with these activities or any of the owners of the private or public property upon which this activity is conducted, hereinafter referred to as "RELEASEES", from any and all liability or responsibility for personal injury, death or property damage caused to me or to my family members or to any other person in my group as a result of my participation or our participation in any activities undertaken while using the real or personal property of Releasees. **Initial:** _____

I understand that engaging in equine activities come with risk, including but not limited to certain inherent risks of equine activities as described in SDCL Ch. 42-11, or those dangers or conditions which are an integral part of equine activities, including: the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of the animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; and, the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within the participant's ability. **Initial:** _____

I also understand that there are inherent risks in recreational activities like hunting, camping, lodging, fishing, ATV use, motor vehicle use, go-carts, motor biking, bicycling, boating, viewing livestock, sales, photography, touring, trail riding, yearling riding, livestock riding and handling, and other recreation activities. I acknowledge that those risks include but are not limited to collisions, tipping, electrocution, drowning, trampling, falls, injuries, accidental discharge of firearms, and death. **Initial:** _____

I understand that serious accidents and death occasionally occur while participating in recreational activities like hunting, camping, lodging, fishing, ATV use, motor vehicle use, go-carts, motorbikes, bicycles, boating, viewing livestock, sales, photography, touring, snowmobiling, trail riding, yearling riding, livestock handling and riding, and other recreation activities and equine activities occasionally sustain or cause mortal or serious personal injuries and/or property damage as a consequence thereof. Knowing the risks of these activities, I, for myself, my heirs, next of kin, my estate, legal guardians, my personal representatives, and assigns, hereby agree to assume those risks and agree to release, defend, indemnify, and hold harmless RELEASEES who, through negligence or carelessness or otherwise, could be liable to me, my heirs, my estate, assigns, legal guardians, or my personal representatives for damages. **Initial:** _____

I agree not to sue, claim against, attach any property of, or prosecute RELEASEES for any property damage, injury, or death caused by or resulting from the use of their real property, or personal property, whether or not such claim for such property damage, injury, or death was caused by their negligence or from any other cause. I agree to defend, indemnify, and hold harmless RELEASEES for any property damage, injury or death caused by or resulting from my use of their real or personal property. **Initial:** ____

I further acknowledge that I will be participating in an equine activity as defined in SDCL § 42-11, and that the warning signs as required by SDCL § 42-11-5 are posted and state as follows:

WARNING

Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to § 42-11-2.

This agreement will be legally binding upon me, my heirs, my estate, assigns, legal guardians, or my personal representatives. **Initial:** ____

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THE RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY. I HAVE ALSO HAD ADEQUATE TIME TO READ AND UNDERSTAND THE AGREEMENT, AND IT IS MY INTENT THAT MY SIGNATURE IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated this _____ day of _____ 2013.

Signature of Participant

Print Name

UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

I hereby attest that I am the legal guardian or parent of the above child and that I am assuming full responsibility in supervising the child while he/she is using the facilities and land of the RELEASEES and I, on behalf of the undersigned child, agree to release, defend, and indemnify the RELEASEES for and from any claims made by the child or that could have been made on behalf of the child for injuries sustained while using RELEASEES facilities, equipment, livestock or land.

Dated this _____ day of _____ 2013.

Signature of Parent

Print Name