

Waiver of Liability

I am in good physical condition and fully able to participate in this event. I am fully aware of the risks and hazards connected with the participation in this event, including physical injury or even death, and hereby elect to voluntarily participate in said event, knowing that the associated physical activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in this event.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, **Dusty Trails, LLC and/or Dusty Barner, sponsors of this event**, and their officers, servants, agents, and employees, and any event volunteers, officers, or event directors (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in this event, or while on or upon the premises where the event is conducted.

I agree to indemnify and hold harmless the persons or entities referred to herein as "RELEASEES" from any claims made or liabilities assessed against them as a result of my actions during this event. It is my expressed intent that this release and hold harmless agreement shall bind the members of my family, and my heirs, assigns and personal representative. *My signature also grants permission for my likeness to appear in promotional material.*

In signing this release, I acknowledge and represent that I HAVE READ THE FOREGOING Waiver of Liability and Hold Harmless Form, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

River Equipment: I understand I am renting the aquatic equipment including, but not limited to tubing, tanking, canoeing, or kayaking from Dusty Trails, LLC (Dusty Barner). I am responsible for any and all accidents, injuries, and/or death, and will not hold Dusty Trails, LLC or any of its sponsors of this event, and their officers, servants, agents, and employees, and any event volunteers, officers, or event directors from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in this event, or while on or upon the premises where the event is conducted.

WARNING

UNDER NEBRASKA 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 SECTIONS 25-21, 249 to 25-21, 253.

Rider/Academy Student Printed Name

Parent/Guardian Printed Name

Signature

Date

