



GEM STATE MULE COMPANY

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for being granted permission to enter onto the property of Michael and Gayle Stegmann, and to observe and/or engage in equine and recreational activities thereon, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Michael and/or Gayle Stegmann or any of their affiliated companies, employees, agents, members, managers, representatives, and their successors and assigns (hereinafter collectively 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, as a result of my (i) presence in or on the Premises, or (ii) participation in or observation of equine activities, while present in or on the premises where the activities are being conducted (the "Premises"), regardless of whether such loss is caused by the negligence of the Releasees, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I further hereby agree to indemnify, defend and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releasees may incur due to my presence on the Premises, or my observation of or participation in equine activities, whether caused by negligence of Releasees or otherwise, to the fullest extent allowed by law.

3. It is my express intent that this Waiver of Liability and Hold Harmless Agreement (this "Agreement") shall binding upon the members of my family, my spouse, my heirs, assigns and personal representatives, as the case may be, and shall be deemed to be a release, waiver, discharge, and covenant not to sue the above-named Releasees. I hereby further agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Idaho, and consent to the jurisdiction of the State of Idaho.

I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same, on this ____ day of _____, 20__.

Signature of Participant

Signature of Guardian
(if Participant is under 18 years of age)

Print Name

Date: _____