

**OLD SELAM ENDURANCE RIDE
RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS**

This Release, Indemnity and Assumption of Risks (“Agreement”) is entered into by and between DF Development, LLC, a Nevada limited liability company (hereinafter “Owner”) and the undersigned acting on his or her own behalf or as the parent or legal guardian of any minor participating in an event or using the Owner’s property (“Undersigned”), as of the date last written below.

NOTICE: THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES PROVIDE FOR INDEMNIFICATION BY THE UNDERSIGNED FOR LIABILITY AND NEGLIGENCE OF OWNER.

WARNING – IDAHO CODE §§ 6-1802 AND 6-3004

UNDER IDAHO LAW, THERE ARE RISKS ASSOCIATED WITH AGRITOURISM, WHICH COULD LEAD TO INJURY OR DREATH. YOU ARE ASSUMING THESE RISKS. SECTION 6-3004, IDAHO CODE.

FURTHER, THE UNDERSIGNED UNDERSTAND AND ACKNOWLEDGE THAT IDAHO LAW PROVIDES IMMUNITY FROM LIABILITY FOR ANY INJURY OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITES, WHICH THE OWNER IS NOT LIABLE.

1. *Indemnity.* THE UNDERSIGNED SHALL INDEMNIFY, RELEASE, DEFEND, AND SAVE HARMLESS THE OWNER AND OWNER’S AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS (COLLECTIVELY, “OWNER”) AGAINST ANY CLAIMS, DAMAGES, AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES AND COSTS TO DEFEND A CAUSEOF ACTION (COLLECTIVELY, “CLAIMS”) INCURRED BY OR ALLEGED AGAINST OWNER AND ARISING OUT OF OR RELATING TO ANY ACT, OMISSION, NEGLIENCE OR FAULT OF ANY KIND OR TYPE OF THE UNDERSIGNED OR ANY OF THE UNDERSIGNED’S AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES, GUESTS, OR VISITORS (COLLECTIVELY “GUESTS”), OR NEGLIGENCE OR FAULT OF OWNER, WHILE AT THE PROPERTY OR ENGAGED IN AGRITOURISM, INCLUDING ANY CLAIMS BASED ON (a) INJURY, ILLNESS OR DEATH OF THE UNDERSIGNED AND GUESTS OR OTHER PERSON(S), (b) DAMAGE TO OR LOSS OF PROPERTY, OR (c) FAILURE OF THE UNDERSIGNED OR GUESTS TO COMPLY WITH ANY APPLICABLE LAWS OR RULES REGARDING THE PROPERTY OR EQUIPMENT.

2. *Disclosure/Inspection/Assumption of Risks.* THE UNDERSIGNED HAS INSPECTED THE PROPERTY AND EQUIPMENT, TAKEN ALL NECESSARY STEPS TO ENSURE THEIR SAFETY AND THAT OF ANY GUESTS OR MINORS WHILE ON THE PROPERTY OR USING EQUIPMENT AND VOLUNTARILY, KNOWINGLY AND FREELY ENTERS INTO THIS AGREEMENT, AND FURTHER ACKNOWLEDGES THAT (a) DANGEROUS NATURAL OR MAN-MADE CONDITIONS MAY EXIST OR OCCUR, INCLUDING STREAMS AND RIVERS WITH CURRENTS AND WATER THAT MAY BE DEEP OR FLOOD, HAZARDOUS DRIVING AND WALKING CONDITIONS, UNEVEN TERRAIN, THE PRESENCE OF WILD, DOMESTIC, POISONOUS, OR DISEASED ANIMALS, ELEVATED HUNTING STANDS, CAMOUFLAGED SUNKEN HUNTING BLINDS, AND/OR MALFUNCTION OF EQUIPMENT; AND (b) HUNTING, EQUINE AND OTHER AGRITOURISM ACTIVITIES ARE INHERENTLY DANGEROUS, MAY INVOLVE THE USE OF EQUIPMENT, FIREARMS, ARCHERY EQUIPMENT, OTHER LETHAL IMPLEMENTS AND THE PRESENCE OF OTHER HUNTERS, PERSONS AND ANIMALS, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF THE OWNER AND AGRICULTURAL LIVESTOCK, PRODUCTS AND EQUIPMENT. THE UNDERSIGNED OF THEIR FREE AND VOLUNTARILY ACT ACKNOWLEDGE THE RISKS, INHERENT AND MAN-MADE, INVOLVED WITH USE OF THE PROPERTY AND ASSUME ALL SUCH DANGERS AND RISKS FOR THEMSELVES AND, ANY GUESTS AND MINORS.

3. *Release.* THE UNDERSIGNED WAIVES ALL CLAIMS AGAINST, AND RELEASES, OWNER FROM ANY LIABILITY, INCLUDING OWNER’S NEGLIGENCE, RELATED TO (a) INJURY, ILLNESS OR DEATH OF THE UNDERSIGNED, GUESTS OR MINORS, OR (b) DAMAGE TO OR LOSS OF ANY PROPERTY TO ANY OF THEM.

4. *Negligence of Landlord.* **THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IF THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PROPERTY, EWQUIPMENT OR BY THE NEGLIGENCE OF THE OWNER.**

5. *Terms.* As used in this release, the term UNDERSIGNED includes minors in the care of the UNDERSIGNED.

PRINTED NAME \ PRINTED NAME OF MINOR DATE SIGNED

Signed: _____

I AM THE PARENT O RLEGAL GUARDIAN OF THE ABOVE MINOR

Signed: _____