

Liability Waiver and Release Agreement

For Visionscape Trail Rides

Operating as JC Creative Solutions, LLC

Participant Information

Name: _____ Date of Birth: _____

Address: _____

City/State/ZIP: _____ Phone: _____

Emergency Contact Name: _____ Phone: _____

1. Acknowledgment of Inherent Risks

I understand that trail riding and all related equine activities involve inherent risks, including but not limited to:

- The unpredictable behavior of horses (e.g., kicking, biting, bucking, stumbling, rearing, bolting, or trampling)
- Uneven terrain, wildlife, weather conditions, and natural hazards
- Falling from the horse or equipment failure
- Collisions with obstacles, other riders, or animals
- Serious injury, permanent disability, or even death

I voluntarily choose to participate in these activities offered by Visionscapes Riding Co., operating as JC Creative Solutions, LLC, with full knowledge of the potential risks.

2. Assumption of Risk

I expressly assume all risks-both known and unknown-associated with my participation in horseback riding and equine activities, including those arising from the ordinary negligence of Visionscapes Riding Co., its owners, employees, or agents.

3. Release and Waiver of Liability

Pursuant to the New Mexico Equine Liability Act (NMSA 1978, §§ 42-13-1 to 42-13-5), I hereby release, waive, and discharge Visionscapes Riding Co., JC Creative Solutions, LLC, Jenny Blomquist, and all associated owners, officers, employees, contractors, and agents (collectively, "Releasees") from any and all liability for injury, death, loss, or damage arising from participation in equine activities, except in cases of

Liability Waiver and Release Agreement

For Visionscape Trail Rides

Operating as JC Creative Solutions, LLC

gross negligence or willful or wanton misconduct as provided under the Act.

4. Indemnification

I agree to indemnify and hold harmless Visionscapes Riding Co., JC Creative Solutions, LLC, and Jenny Blomquist from any claims, lawsuits, damages, costs, or expenses (including legal fees) arising from my participation in equine activities or that of a minor for whom I am signing.

5. Medical Authorization

In the event of accident, illness, or injury, I authorize Visionscapes Riding Co. and JC Creative Solutions, LLC to seek medical treatment on my behalf and accept full responsibility for any and all associated costs.

6. Representations

I affirm that:

- I am physically and mentally capable of participating in equine activities.
- I am not under the influence of drugs or alcohol.
- I will wear appropriate footwear and safety equipment (e.g., helmet, if provided).
- If I am signing on behalf of a minor, I have full legal authority to do so.

7. Photographic Release

I give permission to Visionscapes Riding Co. and JC Creative Solutions, LLC to take photographs and video during my participation and to use such media for promotional, instructional, or commercial purposes without compensation.

8. Severability and Jurisdiction

If any portion of this agreement is deemed unenforceable, the remaining sections shall remain in full effect. This agreement shall be governed by and interpreted under the laws of the State of New Mexico.

Liability Waiver and Release Agreement

For Visionscape Trail Rides

Operating as JC Creative Solutions, LLC

9. Certification of Understanding

I HAVE READ THIS DOCUMENT CAREFULLY.

I UNDERSTAND IT IS A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY.

Participant Signature: _____ Date: _____

If Participant is a Minor (under 18):

I am the parent or legal guardian and consent to the above terms on behalf of the minor.

Minor's Name: _____

Parent/Guardian Signature: _____ Date: _____

This waiver and release is made for the benefit of Jenny Blomquist, doing business as Visionscapes Riding Co., operating under JC Creative Solutions, LLC.