

Assumption of Risk, Waiver of Liability and Indemnification Agreement

This Agreement must be completed in order to participate in the **LIPS Steel Horse Trail Ride** (the "Ride) arranged by the Ladies Into Purchasing Stock (**LIPS**), to be held September 29, 2018. I, the undersigned agree to participate in the Ride, and in exchange therefore, I agree as follows:

TERMS AND CONDITIONS

I have received and reviewed information that describes the various Ride activities and the schedule for those activities. I agree to participate in the Ride, and I understand that my participation can include foreseeable and unforeseeable risks and other hazardous activities. I am freely and voluntarily participating in the Ride with the knowledge of the possible danger involved, and I hereby agree to assume and accept any and all risk.

WAIVER, RELEASE AND INDEMNIFICATION

I understand and acknowledge that **LIPS**, its volunteers, and each of their respective directors, (collectively, "**LIPS**") are not an insurer of my or any other participant's behavior, actions, or participation in the Ride, and that **LIPS** assumes no liability whatsoever for personal injuries or property damages to me or to third persons arising out of my participation in the Ride activities. I hereby agree to release, waive, covenant not to sue, indemnify and hold harmless **LIPS** 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 loss or damage to any property belonging to me arising out of or related to my participation in the Ride, except for any such loss, damage, illness or injury as may be caused by the sole gross negligence of **LIPS**. I do not have any medical conditions that would prevent my participation in the Ride. I have adequate health insurance to cover the cost of treatment in the event of any illness or injury. I am properly licensed and fully insured for the vehicle I am driving. I agree to pay any attorney fees or costs incurred by **LIPS** in enforcing this Agreement. If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect. I agree that this Agreement shall be governed by Texas law in all respects and shall be enforceable in any court of competent jurisdiction.

I HAVE CAREFULLY READ THESE TERMS AND FULLY UNDERSTAND THEIR CONTENT, AND I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND LIPS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.

I acknowledge that this Agreement shall bind my heirs and personal representative.

Rider: Sign Name Here

Passenger: Sign Name Here

Rider: Printed Name

Passenger: Printed Name

Date: _____

Date: _____