



Elkhorn Equestrian Center
20915 Bennington Road
Elkhorn, Nebraska 68022

(402) 238-2027
Fax (402) 238-2080

**COVENANT NOT TO SUE, RELEASE, WAIVER OF CLAIMS,
INDEMNITY AND INSURANCE AGREEMENT**

This Agreement is entered into as a condition of and a part of the consideration for Elkhorn Equestrian Center, LLC, a Nebraska Limited Liability Company, its heirs and assigns, employees or agents, if any, to allow me (us) to utilize certain designated property locate at 20901 Bennington Road, Elkhorn, Douglas County, Nebraska or any involvement with horses, or any activities incidental, attendant or related to the foregoing:

I (we) understand and acknowledge that any involvement with horses can be hazardous and is an athletic event which involves numerous risks of injury and that horses are often unpredictable and difficult to control.

I (we) voluntarily and expressly assume all risks and danger of such involvement.

I (we) (my heirs) agree not to sue Elkhorn Equestrian Center, LLC, Kellie Dimitroff and Dennis Dimitroff, their heirs and assigns, employees or agents, if any, as the landowner(s) of the property and individually, where any of the activities mentioned above may take place, and I (we) (my heirs) waive and release any and all claims arising out of such activities or the use of such property including, but not limited to any claims alleging negligence, breach of contract, strict liability, or otherwise, against Elkhorn Equestrian Center, LLC, Kellie Dimitroff, and Dennis Dimitroff, their heirs and assigns, employees or agents, if any. This covenant not to sue, waiver, and release includes, but is not limited to, bodily injury, death, property damage, loss, contribution, indemnity, or any other claims which I (we) (my heirs) may ever have against Elkhorn Equestrian Center, LLC, Kellie Dimitroff and Dennis Dimitroff, their heirs and assigns, employees or agents, if any.

I (we) (my heirs) also agree to defend, indemnify, save and hold harmless, Elkhorn Equestrian Center, LLC, Kellie Dimitroff and Dennis Dimitroff, their heirs and assigns, employees or agents, if any, from any expenses, damages or judgments, including legal expense, reasonable attorneys' fees, claims for contribution or indemnification, resulting from claims by third parties arising out of my (our) activities mentioned above, or the use of any property in relation to any such of my (our) activities and, if applicable, the claim by my (our) children listed below or at majority.

I (we) also acknowledge and agree that I (we) have, or it is our responsibility to obtain and keep in force, sufficient insurance coverage of at least \$1,000,000.00 (including, but not limited to liability, health and life) to protect me (us) from any expense, liability claims, or damages mentioned or included in this agreement, and that whether or not I (we) obtain such insurance and whether or not such insurance is sufficient, the provisions above shall be fully effective and enforceable and I (we) will be bound and liable thereunder.

The undersigned expressly agrees that the foregoing Covenant Not to Sue, Release, Waiver of Claims, Indemnity and Insurance Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof be held invalid, it is agree that the remaining provisions of said agreement shall continue in full force and effect.

The undersigned warrants that he/she has read and voluntarily signs this Covenant Not to Sue, Release, Waiver of Claims, Indemnity and Insurance Agreement.

Dated

Signed

Dated

Signed (*on behalf of both if rider is under 18*)