

La Vida Nica, S.A.

Gran Pacifica Resort, Nicaragua

HORSEBACK RIDING, INDEMNIFICATION & LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. DEATH OR SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. LA VIDA NICA, S.A. DOES NOT GUARANTEE YOUR SAFETY.

REGISTRATION OF RIDERS AND AGREEMENT OF PURPOSE: Upon signing of this agreement, I, the following individual listed as "Rider," and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in "horseback riding" as a service of La Vida Nica, S.A.

RIDER: _____

AGE (IF MINOR): _____

LEGAL GUARDIAN/PARENT (IF MINOR): _____

CONTACT IN CASE OF EMERGENCY (phone number) _____

I UNDERSTAND THAT:

1. Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

2. No riding horse is a completely safe horse. Its acts may include, but are not limited to: Stopping short; changing directions or speed at will; shifting its weight; bucking; rearing; kicking, biting, failing to respond to commands, tripping or falling, running into objects or running from danger.

3. The rider understand that he/she will be engaging in trail riding on rough terrain which may include, fields, roads, beach, rough pathways, etc. If he/she does not feel safe riding in any area he/she will immediately advise the guide.

4. In consideration of being permitted to use the equipment and/or tack of La Vida Nica, S.A. the rider accepts such equipment and/or tack as being safe and reasonably suited for the purposes of its use, and he/she further agrees that if, at any time, he/she feels any equipment and/or tack are unsafe, he/she will immediately advise the guide and will immediately cease using such equipment and/or tack or will immediately correct the condition which makes the equipment or tack unsafe. For example, saddle girths (saddle fasteners around the horse's belly) may loosen during the ride. If a rider notices this, he/she must alert the guide as quickly as possible so action can be taken to avoid slippage of the saddle and a potential fall from the animal.

5. By signing this agreement, the rider is affirming that he/she is in appropriate physical condition and health to participate in this activity.

6. Should medical treatment be required for any reason, the rider and/or his/her own accidental/medical insurance company shall pay for all such incurred expenses

I AGREE THAT, I, the rider and the parent or legal guardian thereof, if minor, hereby:

1. Release, waive, discharge, and hold harmless and covenants not to demand, sue or otherwise claim from La Vida Nica, S.A., its premises, horse owners, property owners, affiliated organizations, equine activity sponsor, equine professional, lessor or operator of the equine facilities, equine owner or lessor, and each of them, their owners, agents, employees, officers, directors, shareholders, members (all herein collectively referred to as "Releasees") from all liability to the undersigned, his/her personal representatives, heirs, distributees, guardians, legal representatives, next of kin, and assigns, for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is participating in any equine activity.

2. Agree to indemnify and to hold harmless the Releasees and each of them from any loss, liability, damage, or cost that they might incur while participating in any equine activity, whether caused by the negligence of the Releasees or otherwise.

3. Assume full responsibility for and risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while participating in any equine activity.

I, the rider, and the parent or legal guardian thereof if a minor, expressly acknowledge and agree that equine activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. I, the rider, and the parent or legal guardian thereof if a minor, further expressly agree that the above release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of Nicaragua, and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

SIGNER STATEMENT OF AWARENESS

I, THE RIDER, AND THE PARENT OR LEGAL GUARDIAN THEREOF IF MINOR, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK AND HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE ABOVE WRITTEN AGREEMENT HAVE BEEN MADE BY ANY OF THE RELEASEES. THE UNDERSIGNED FURTHER ATTEST THAT ALL FACTS RELATED TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE.

Rider and/or parent or Legal Guardian must sign below after reading this entire document.

SIGNATURE OF RIDER

DATE _____

SIGNATURE OF PARENT OR GUARDIAN

DATE _____