

EQUINE ACTIVITY LIABILITY RELEASE

Name of person entered in horse and non-horse activities:

(Please Print Name)

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. _____ DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED AS FOLLOWS:

1. I hereby enter at my own risk, and have read and understand, and freely and voluntarily enter into this Equine Activity Release (the "Release") with (name of owner of property), understanding that this Release is a waiver and indemnity of _____ for any and all claims which may hereafter develop or accrue to me on account of, or by reason of, any injury, loss or damage which may be suffered by me or to any property, because of the activities contemplated hereby. I hereby assume and accept the full risk and danger of any injury, loss or damage which may occur through or by reason of any matter, thing or condition, negligence or default, of any person or persons whatsoever.

2. I understand the potential dangers that I could incur in the mounting, riding, walking, boarding, and or feeding of horses; including, but not limited to, any interactions with other horses. Understanding these risks I hereby release and hold harmless _____ [and its officers, members, managers, employees and anyone else directly or indirectly connected with _____] from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse at _____. **I have inspected the premises and facilities of _____ and am satisfied that all premises conditions are reasonably safe for my intended purpose, usage, and presence upon the premises.**

3. I understand and recognize and warrant that this Release is being voluntarily and intentionally signed and agreed to, and that in signing this Release I know and understand that this Release may further limit the liability of equine professionals per paragraphs 4 and 5, below, to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

4. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree that said equine professional(s) has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.

5. I further voluntarily agree and warrant to release and hold harmless this (those) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage

from: mounting, riding, dismounting, walking, grooming, feeding, use of horse barn, paddock, trails or horse ring, in any capacity, falling of horse whether horse is bucking, flipping, or spooked, or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

6. I understand that _____ is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, wild and domestic animals, insects and reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

7. I understand and recognize and warrant that this Release is being voluntarily and intentionally signed and agreed to, and that I have had the opportunity to consult with legal counsel regarding this Release and that _____ has made no representation to me as an inducement for me to sign this Release.

8. I further voluntarily agree and warrant to release and hold harmless _____ from any harm of any kind that may occur to me if I bring vehicles on the property of _____ and am harmed or killed by my use of such vehicle. I warrant to release and hold harmless _____ from any harm or death occurring due to someone else's operation of a vehicle on the property.

Signature

Date

Minors must have the following liability signed by their parents or legal guardians:

We the undersigned parents/guardian of _____, for and in consideration of our child's participation in horse related activities at _____, state that we have read the waiver and release written above and we expressly agree that the terms and conditions of said waiver and release shall apply to and be binding upon us and our minor child insofar as it pertains to his or her participation in horse related activities and to any injury or damage said minor child may sustain or cause as a result of said participation in horse related activities.

I do declare under penalty of perjury that the foregoing is true.

Executed this _____ day of _____ at _____.

Parent or Guardian Signature: _____

Relationship to Minor: _____