

# RELEASE OF LIABILITY

WITNESS THIS AGREEMENT THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_ by and between Sharon L. Bach hereinafter referred to as the OWNER/TRAINER and \_\_\_\_\_, hereinafter referred to as the RIDER/BOARDER, and if the Rider/Boarder is a minor, Rider/Boarder's parent or guardian. In consideration received, and in return for the use, today and all future dated of the property, facilities and service of the OWNER/TRAINER, Owners/Trainers Employees, and agents: Rider/Boarder, Rider/Boarder's heirs, assigns and representatives, hereby agree as follows:

1. Inherent Risk and Assumption of Risk. The undersigned acknowledges there are inherent risk associated with equine activities as such described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risk include, but not limited to the propensity of equines to behave in such ways as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm, or death to persons on or around them; the unpredictability of equines' reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participants ability.

The rider/Boarder acknowledges that horses, by their very nature are unpredictable and subject to animal whims, which may include, but are not limited to the propensity of to kick, bite, shy, buck, stumble, rear, fall or bolt and expressly waives any claims for any injury or loss arising from therefrom. Rider/Boarded agrees to abide and follow Owner/Trainer's rules and regulations, which shall be posted and/or available from time to time. Rider/Boarder future acknowledges that the behavior of any animal is contingent to some extent upon the ability of the Rider/Boarders. Rider/Boarder assumes all risks therefor and warrants a full and fair disclosure of the Rider/Borders abilities has been made to the Owner/Trainer.

2. RIDER/BOARDER (OR PARENT OR GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND OWNER/TRAINERS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM AR BE IN ANY WAY CONNECTED WITH RIDER/BOARDERS USE OF OR PRESENCE UPON THE PROPERTY OF THE OWNER/TRAINER'S FACILITIES LOCATED THEREON. In the event hat the rider/boarder is a minor, the parent or guardian shall further indemnify, defend and hold harmless from any such claims by said minor child, regardless of the statute of limitations or contractual limitations of actions.

3. In the event rider/boarder is using their own horse(s) not by the Owner/Trainer, Rider/boarder warrants said horse(s) shall be free from infections, contagious or transmittable diseases. Owner/Trainer's reserve the right to refuse access or use of any horse upon property that does not appear to be in good health, or is deemed dangerous or undesirable. All horses must have proof of recent vaccinations.

4. Any action brought under this agreement shall be brought within one (1) year of incident or accident giving rise to said claim. Rider/Boarder agrees that damages shall be limited to \$250 for property damage, medical or other actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

5. Rider/Border agrees to waive the protection of any applicable statues in this jurisdiction whose purpose, substance and/or effect is to prove that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said lease.

\_\_\_\_\_  
Rider/ Boarder or if is a minor Parent or Guardian

\_\_\_\_\_  
Owner/ Trainer

Rider/ Boarder Mailing Address and Phone Number \_\_\_\_\_  
\_\_\_\_\_

Number to call in case of an emergency \_\_\_\_\_

Name and number of Veterinarian \_\_\_\_\_

Number to call Vet in case of an emergency (sign). \_\_\_\_\_



## **WAIVER AND RELEASE, ASSUMPTION OF RISK AND AUTHORIZATION**

In consideration of my being permitted to rent a horse from and/or to take riding lessons from **Rockmount Equestrian Corp.**, 825 Churchland Court, Saugerties, NY (referred to as "Equestrian Activities" in this agreement), I agree:

1. I understand the nature/dangers of the Equestrian Activities and believe that I am qualified to participate in such Equestrian Activities. I further acknowledge that I am aware the Equestrian Activities will be conducted in facilities open to the public during the Equestrian Activities. I further agree/warrant that if at any time I believe conditions to be unsafe, I will immediately cease further participation in the Equestrian Activities.

2. I FULLY UNDERSTAND that: (a) the Equestrian Activities involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Equestrian Activities, the condition in which the Equestrian Activities take place or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW**; (c) there may be other risks and economic losses either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of my participation in the Equestrian Activities.

3. I **HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS ROCKMOUNT EQUESTRIAN CORP. AND THE OWNER OF THE PREMISES** their directors, agents, officers, and employees and other participants (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releasees named above, I **WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**

**4. IF I AM INJURED I AUTHORIZE** the employees or agents of Rockmount Equestrian Corp. to provide emergency care for any injury requiring (in their opinion) such treatment and I agree to be responsible to pay the full costs of such treatment whether or not the costs are covered by my medical insurance.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**PARENTAL CONSENT, INDEMNIFICATION AGREEMENT AND AUTHORIZATION**

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such "Equestrian Activities". I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost any Releasees may incur as the result of any such claim. If I cannot be reached during an emergency involving the minor, I agree that Rockmount Equestrian Corp., its agents or employees may use their best judgment in coping with such an emergency and I agree to pay and to hold Rockmount Equestrian Corp. harmless from all resulting financial responsibilities.

Rider's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rider Print Name: \_\_\_\_\_

If under 18:

Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian Print name: \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone: \_\_\_\_\_