

RELEASE AND WAIVER OF LIABILITY

(Minor: below age of 18)

Welcome to Young Rider’s Horse Academy. (YRHA) After reading this document, if you agree to its contents, please complete the information below and sign your name on the bottom of the page.

CHILD’S NAME: _____ AGE: _____
PARENT OR GUARDIAN’S NAME: _____ PHONE: _____
STREET ADDRESS: _____ CITY, STATE, ZIP: _____
EMERGENCY CONTACT: _____ PHONE: _____

In this document, Young Rider’s Horse Academy (Noted as YRHA throughout this Document), and its directors, officers, affiliates, employees, independent contractors, representatives and agents, its members, its owners including, without limitation, Cliff Baker, Martha Smith and Jessica Adcock, and the heirs, executors, successors and assigns of all of the foregoing, shall collectively be referred to as the “Releasees”.

THE INTENT OF THE RELEASEES IS THAT THIS DOCUMENT WILL ALLOW THEM TO AVOID LIABILITY FOR ANY FAILURE ON THEIR PART TO USE REASONABLE CARE IN ANY WAY.

The Child and the Undersigned Parent or Guardian understands and acknowledges that the use of horses by the Child or other people and the Child’s presence at a horse stable are inherently dangerous activities that involve the risks of personal injury or death to the Child and other people and of property damage and the Child and the Undersigned Parent or Guardian hereby accepts and assumes all such risks and dangers. The Child and the Undersigned Parent or Guardian understand and acknowledge that the risks and dangers include, but are not limited to: unpredictable conduct by horses; variations in weather and terrain; contact with electrical fences, farm and stable equipment and machinery; collisions with other horses, equipment, poles and other objects; and jumping, kicking, biting and bucking by horses.

IN CONSIDERATION OF THE CHILD BEING PERMITTED TO ENTER ANY PORTION OF YRHA PREMISES FOR ANY PURPOSE, THE CHILD, ON BEHALF OF THE CHILD AND THE UNDERSIGNED PARENT OR GUARDIAN (ON BEHALF OF THE UNDERSIGNED PARENT OR GUARDIAN), HEREBY ASSUME FULL RESPONSIBILITY FOR, AND ALL RISK, CHANCE AND HAZARD OF, DEATH, PERSONAL INJURY, AND/OR PROPERTY DAMAGE TO THE CHILD OR TO OTHERS IN ANY WAY RESULTING FROM THE NEGLIGENCE OF ANY PARTY, INCLUDING THE RELEASEES, OR OTHERWISE.

The Child and the Undersigned Parent or Guardian release, discharges and holds harmless, and agrees to indemnify and defend the Releasees from and against any and all losses, damages, liabilities and expenses (including without limitation, attorneys’ fees) resulting from any demands, claims, suits or other actions for personal injury, death or property damage that may in any way arise out of the Child’s presence at or use of YRHA premises, regardless of whether such loss or damage be caused by or to the Child and the Undersigned Parent or Guardian or by or to others or whether such loss or damage arises from or is caused by the negligence of the Releasees.

THE CHILD AND THE UNDERSIGNED PARENT UNDERSTAND THAT BECAUSE HE OR SHE IS EXECUTING THIS DOCUMENT, THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THE RELEASEES’ OWN NEGLIGENCE AND THE RELEASEES’ FAILURE TO USE REASONABLE CARE IN ANY WAY, AND THE CHILD AND THE UNDERSIGNED PARENT OR GUARDIAN UNCONDITIONALLY RELEASE AND DISCHARGE THE RELEASEES FROM ALL LIABILITY ARISING THEREFROM.

The Child and the Undersigned Parent recognize and agree that the operation of YRHA is not an essential service and further that there are locations other than YRHA at which the Child can use horses, and/or observe the use of horses by others. The Child and the Undersigned Parent or Guardian represent that no special relationship exists between any of the Releasees and the Child and the Undersigned Parent or Guardian, and that the Child and the Undersigned Parent or Guardian is under no physical, economic or other compulsion to sign this Release and Waiver of Liability. The Child and the Undersigned Parent or Guardian represent that no oral representations, statements or inducements have been made to the Child or the Undersigned Parent or Guardian by anyone, and that the Child and the Undersigned Parent or Guardian has not relied on any representations, statements or inducements other than those which are actually set forth in this Release and Waiver of Liability.

THE CHILD AND THE UNDERSIGNED PARENT OR GUARDIAN UNDERSTAND AND AGREE THAT THIS DOCUMENT PLACES THE CHILD AND THE UNDERSIGNED PARENT OR GUARDIAN ON CLEAR NOTICE THAT IT CONSTITUTES A COMPLETE WAIVER OF THE RIGHT TO SUE AND COLLECT DAMAGES FROM ANY OF THE RELEASEES FOR ANY AND ALL DEATH, PERSONAL INJURY, AND/OR PROPERTY DAMAGE IN ANY WAY, AND SUCH IS THE CHILD’S AND THE UNDERSIGNED PARENT’S OR GUARDIAN’S INTENT.

The Child and the Undersigned Parent or Guardian represent that he or she has carefully read this document and has signed it voluntarily, and that Undersigned Parent or Guardian is at least 18 years old and is the legal guardian of the Child. If only one parent signs this agreement, that parent represents that they have the authority to sign on behalf of and thereby bind both parents. The Child and the Undersigned Parent or Guardian understand and agree that permission to enter the YRHA premises is being given to the Child in exchange for the execution of this document.

CAUTION! THIS IS A RELEASE OF ALL CLAIMS. READ IT BEFORE SIGNING.

Parent or Guardian 1 Date _____

Parent or Guardian 2 Date _____

Child (Child must sign regardless of age) Date _____