

RELEASE AND WAIVER OF LIABILITY

(Adult)

Welcome to Young Rider’s Horse Academy. 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. In this document, you are referred to as the “Undersigned”.

NAME 1: _____ NAME 2: _____

HOME ADDRESS: _____ PHONE: _____

EMERGENCY CONTACT: _____ PHONE: _____

In this document, Young Rider’s Horse Academy, 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 manager, 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 Undersigned understands and acknowledges that the use of horses by the Undersigned or other people and the Undersigned’s presence at a horse stable are inherently dangerous activities that involve the risks of personal injury or death to the Undersigned and other people and of property damage and the Undersigned hereby accepts and assumes all such risks and dangers. The Undersigned understands and acknowledges 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 BEING PERMITTED TO ENTER YOUNG RIDER’S HORSE ACADEMY. PREMISES FOR ANY PURPOSE, THE UNDERSIGNED, ON BEHALF OF THE UNDERSIGNED AND THE UNDERSIGNED’S HEIRS AND EXECUTORS, HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND ALL RISK, CHANCE AND HAZARD OF, DEATH, PERSONAL INJURY, AND/OR PROPERTY DAMAGE TO THE UNDERSIGNED OR TO OTHERS IN ANY WAY RESULTING FROM THE NEGLIGENCE OF ANY PARTY, INCLUDING THE RELEASEES, OR OTHERWISE.

The Undersigned releases, 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 Undersigned’s presence at or use of Young Rider’s Horse Academy premises, regardless of whether such loss or damage be caused by or to the Undersigned or by or to others or whether such loss or damage arises from or is caused by the negligence of the Releasees.

THE UNDERSIGNED UNDERSTANDS 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 UNDERSIGNED UNCONDITIONALLY RELEASES AND DISCHARGES THE RELEASEES FROM ALL LIABILITY ARISING THEREFROM.

The Undersigned recognizes and agrees that the operation of Young Rider’s Horse Academy is not an essential service and further that there are locations other than Young Rider’s Horse Academy at which the Undersigned can use horses, and/or observe the use of horses by others. The Undersigned represents that no special relationship exists between any of the Releasees and the Undersigned, and that the Undersigned is under no physical, economic or other compulsion to sign this Release and Waiver of Liability. The Undersigned represents that no oral representations, statements or inducements have been made to the Undersigned by anyone, and that the Undersigned 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 UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY PLACES THE UNDERSIGNED 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 UNDERSIGNED’S INTENT.

The Undersigned represents that he or she has carefully read this document and has signed it voluntarily, and that he or she is at least 18 years old. The Undersigned understands and agrees that permission to enter the Young Rider’s Horse Academy premises is being given to the Undersigned in exchange for the execution of this document.

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

Signature 1 _____ Print Name 1 _____ Date _____

Signature 2 _____ Print Name 2 _____ Date _____