

RELEASE AND INDEMNITY AGREEMENT (HORSEBACK RIDING)

A separate Release and Indemnity form must be signed by each participant. Please read the entire document carefully before signing.

I hereby agree to indemnify and hold harmless and release _____ [insert name of stable / owner] ("Owner") from all liability for any accident or injury sustained by me, my employees, representatives, heirs, dependents or guests in connection with equine activities at _____ [insert name of stable], and I do further agree that, except in the event of Owner's gross negligence and wilful and wanton misconduct, I shall not bring any claims, demand, legal actions or causes of action against Owner and/or Owner's associates, for any economic or non-economic losses due to bodily injury, death, property damage or loss sustained by me in relation to the premises and operations of Owner, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of owner.

It is understood that whenever the word "Owner" is used in this agreement, it includes the landowner(s), stable owner(s), trainers, independent contractors, employees and any other individual related to the ownership or management of the horse facilities.

As owner, rider, student, contestant, spectator, employee, independent contractor, or parent, I recognize that all equestrian related activities are extremely dangerous, that accidents involving horses are frequent, that the condition of the land is often hazardous, and the ring footing is seldom perfect. Injuries incurred in horseback riding can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries from other activities. In view of this knowledge, I undertake full responsibility for any and all harm or injury that may occur to myself, my stock and any of my associates. With full knowledge, I release Owner from any and all responsibility for accidents or injuries.

I acknowledge that I have examined Owner's facilities and trails, and I am satisfied that the conditions of the premises have been made reasonably safe and well maintained, to the extent that it is within Owner's control to do so. I further acknowledge that Owner is not responsible for elements of nature that can frighten a horse, cause it to fall, rear, or react in some other unsafe way, such as thunder, lightning, wild or domestic animals, stinging or biting insects, and other factors outside of Owner's control.