**Equine Release and Waiver of Liability**

**Assumption of Risk and Indemnity Agreement**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE; IT’S OWNER, EMPLOYEES AND AGENTS (“THE RELEASES”)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of myself (and my minor child)

 [Print First and Last Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Reside at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in

 [Print Child’s Name] [Street Address]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 [City] [State] [Zip]

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. **Acknowledge that a horse may, without warning or apparent cause,** buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person, saddles or bridles may loosen or break- all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. **ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH,** because of the unpredictable nature and irrational behaviors of horses, regardless of their training and past performances.
3. **Voluntarily assume the risk and danger of injury or death** inherent in the use of the horse, equipment and gear provided to me by K. CLARKE EQUINE, hereinafter referred to as Trainer.
4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Trainer, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the “Releasees”), for any loss, liability, damages or cost whatsoever arising out of or related to any loss, damage or injury (including death) to my person or property.
5. **Release the Releasees** from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles and bridles, instruction or riding skills or leading and supervising riders.
6. **INDEMNIFY AND SAVE AND HOLD HARMLESS** the Trainer, employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of Trainer or employees or agents.
7. **The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Pennsylvania and/or New Jersey** and is intended to be as broad and inclusive as is permitted by **Pennsylvania and/or New Jersey Law (RIDE AT YOUR OWN RISK)** and that in the event any portions of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

WARNING UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c. 287 (C.5:15-1 et seq.)

YOU ASSUME THE RISKS OF EQUINE ACTIVITIES PURSUANT TO PENNSYLVANIA LAW.

1. **Acknowledge that this document is a contract** and that if a lawsuit is filed against the Trainer or its owner, agents, employees or representatives, for any injury or damage in breach of this contract, the Undersigned will pay all attorney’s fees and costs incurred by the Trainer in defending such an action.
2. **IT IS REQUIRED THAT ALL RIDERS WEAR PROTECTIVE HELMET.**
3. If the person who is to enter this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor
4. **The Undersign releases all liability to the facility and its owners/management/ employees at which equine activities take place** established by the written in address and facility name below:

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**I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release the Trainer, it’s owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.**

**[Signature] [Date]**

**EMERGENCY CONTACT INFORMATION:**

**NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RELATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**