

# WAIVER, AGREEMENT, AND RELEASE OF LIABILITY - Alabama

## READ CAREFULLY BEFORE SIGNING

I agree to this Waiver, Agreement, and Release of Liability (hereafter, "Agreement") with Kelley Kozel & Christian Overgaard who is/are (*check one only*)  an individual(s)  a corporation or LLC (hereafter referred to as "**Stable**") as a condition for his/her/its/their allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Stable's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "**The Activities**" throughout this Agreement.)

NAME (*Please print clearly*): \_\_\_\_\_

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: [Home] \_\_\_\_\_ [Work] \_\_\_\_\_ [Cell/Other] \_\_\_\_\_

To the fullest extent allowed by law, I am also signing this Agreement on behalf of the following who is/are my child/children or legal ward(s):

1. \_\_\_\_\_ AGE: \_\_\_\_\_ 2. \_\_\_\_\_ AGE: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

All parts of this Agreement apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this Agreement.]

### IT IS AGREED AS FOLLOWS:

1. **Consideration/Binding Effect.** I am signing this Agreement in consideration for being allowed to engage in any or all of The Activities now and in the future. **I understand that although I am signing this Agreement today, I intend for it to be valid and binding when I engage in any or all of The Activities at any time and at any location, now and in the future.**

2. **Risks of Equine Activities.** I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.

I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include dangers or conditions which are an integral part of equine activities, including, but not limited to: **(a)** The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them. **(b)** The unpredictability of the reaction of an equine to sounds, sudden movement, and unfamiliar objects, persons, or other animals. **(c)** Certain hazards such as surface and subsurface conditions. **(d)** Collisions with other equines or objects. **(e)** The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. **I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not**

mentioned in this Agreement. I am NOT relying on Stable to list all possible equine-related risks in this document or at any time, now or in the future.

INITIAL HERE: \_\_\_\_\_ **3. WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, and with full knowledge and appreciation of the inherent risks of The Activities, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards) am voluntarily agreeing to each of the following: (a) Stable and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as “The Released Parties”) shall not be liable for any losses, injuries, or damages that I (which includes the signer and signer’s minor child/children or legal wards) may sustain as a result of engaging in any of The Activities at any time or at any location; and (b) I fully and forever release, waive, agree not to sue, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (whether they occur now or in the future, and whether they are known or unknown, anticipated or unanticipated) against The Released Parties, whether caused by their ordinary negligence, a violation of a provision of the Alabama Equine Activities Liability Protection Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This Agreement is intended to apply and be binding regardless of whether I am riding, driving, handling, or near equines. (However, in accordance with Alabama law, it is understood that I am not releasing The Released Parties from liability for wanton or willful misconduct or intentional misconduct.)

**WARNING**

**Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.**

INITIAL HERE: \_\_\_\_\_ **4. INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my/our participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent, in violation of a Alabama Equine Activities Liability Protection Act, or in violation of any other statute. This indemnification shall also include reimbursement of reasonable attorney fees incurred by **The Released Parties**.

**5. Helmets.** I understand that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. **I am NOT relying on Stable to provide headgear, to check headgear I may wear, or to monitor my compliance with this suggestion at any time.**

**6. Emergencies.** Person(s) to Contact in Case of Emergency: Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

**7.** Alabama law applies to this Agreement, and I agree that this Agreement shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This Agreement can only be modified in writing and signed by me and **Kelley Kozel & Christian Overgaard** (on behalf of **Stable**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

8. **ALSO, I REPRESENT (please check and initial each box below):**

- \_\_\_\_\_  I AM AT OR OVER 18 YEARS OF AGE;
- \_\_\_\_\_  I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS AGREEMENT;
- \_\_\_\_\_  I HAVE READ THIS ENTIRE AGREEMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;
- \_\_\_\_\_  I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY STABLE REGARDING THIS AGREEMENT, OR ITS TERMS, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT;
- \_\_\_\_\_  I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;
- \_\_\_\_\_  I AM AWARE THAT THIS AGREEMENT IS LEGALLY BINDING AND THAT BY SIGNING IT I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES; AND
- \_\_\_\_\_  ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_ DATE : \_\_\_\_\_

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent):

\_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_ DATE : \_\_\_\_\_

**ACCEPTED BY:  
"STABLE" REPRESENTATIVE**

SIGNATURE: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_

**WARNING**

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