

SAMPLE - Release of Liability and Acknowledgment of Risk - LEASE OF HORSE

Name of Participant/Lessee: _____ Birthdate: _____

Address of Participant/Lessee: _____

Name of the Equine subject to this Agreement: _____ (Called the HORSE). Every Participant In Equine Activities (Called The ACTIVITY), With The "HORSE" Shall Carefully Read This Notice Before Signing.

To: _____

Name of Company / Owner of the "HORSE"

their directors, officers, employees, representatives, agents, officials, business operators, equine owner(s), and site property owners, (all of them collectively Called the OWNERS).

I am aware and understand that there are Inherent DANGERS, HAZARDS, and RISKS, (collectively Called RISKS) associated with Equine Activities. I Acknowledge that these Inherent "RISKS" of Equine Activities mean those DANGEROUS conditions which are an integral part of Equine Activities, including but not limited to:

the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity;

the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;

the equine's response to certain hazards such as surface and subsurface objects;

collisions with other equines, animals, people, and objects;

the potential of any 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 equine or to act within his or her ability.

I understand that injuries resulting from such "RISKS" are a common and ordinary occurrence associated with Equine Activities. I freely accept and fully assume all the "RISKS" and the possibility of personal injury, death, property damage or loss from being a Participant. I Acknowledge that it remains my sole responsibility to act in such a manner as to be responsible for my own safety and to Participate within my own limits.

In consideration of the "OWNER(S)" permitting my Participation in the "ACTIVITY" with the "HORSE", I together with my heirs, executors, administrators and assigns, (collectively called my "Legal Representatives") agree as follows:

To Waive All Claims that I may have against the "OWNER(S)"; and,

To Release the "OWNER(S)" from Any and All Liability for any loss, damages, injury, or expense that I or my "Legal Representatives" may suffer as a result of my Participation in the "ACTIVITY" due to any cause whatsoever INCLUDING NEGLIGENCE ON THE PART OF THE "OWNER(S)"; and,

TO HOLD HARMLESS AND INDEMNIFY the "OWNER(S)" from any and all liability for any property damage or personal injury to any third party resulting from my Participation in the "ACTIVITY"; and

To the best of my ability to prevent, and avoid, the custody or control of the "HORSE" by other person(s), and to refuse any other person(s) to use, or have access to the "HORSE" for the purpose of Participating in the "ACTIVITY". Before I signed this Release and Acknowledgment, I read it and I state that I understand it. I am aware that by signing this Release and Acknowledgment, I am waiving certain legal rights which I might have against the "OWNER(S)", or, if I die, by signing this Release and Acknowledgment, I am waiving certain rights that my Legal Representatives may have against the "OWNER(S)",

SIGNED This _____ day of _____, 19____

(Witness)

(Signature of Participant)

Or If The Participant Is a Minor (Under 18 Years Of Age At Date Of Signing)

I am the legal guardian of the Participant named herein and am executing this Release and Acknowledgment on behalf of the Participant in my capacity as guardian and with the intent that this Release and Acknowledgment be binding on the infant Participant for all legal purposes. Before I signed this Release and Acknowledgment, I read it and I state that I understand it. I am aware that by signing this Release and Acknowledgment, I am waiving certain legal rights which I might have against the "OWNER(S)", and which the infant Participant has against the "OWNER(S)". In the event of my death or the death of the infant Participant, by signing this Release and Acknowledgment, I am waiving all legal rights which my Legal Representatives or the Legal Representatives of the infant Participant may have against the "OWNER(S)".

Date Signed: _____

(Witness)

(Signature of Guardian of Participant)

OBTAIN THE ADVICE OF LEGAL COUNCIL PRIOR TO USING THIS FORM!