

SAMPLE - Release of Liability and Acknowledgment of Risk - Boarding/Transportation

Name of Participant/Horse Owner: _____ Birthdate: _____

Address of Participant/Horse Owner: _____

Every Participant/Horse Owner shall carefully read this notice before signing. No horse owner will be allowed to participate in Equine Activities (called The ACTIVITY), or have their horse boarded or transported prior to reading and signing this RELEASE and ACKNOWLEDGMENT.

To: _____

Name of Company / Boarding Premises Owner / Transporting Vehicle Owner
their directors, officers, employees, representatives, agents, officials, volunteers, business operators, and site property owners, (all of them collectively called the HOST).

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:

- 1) 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;
- 2) the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
- 3) the equine's response to certain hazards such as surface and subsurface objects;
- 4) collisions with other equines, animals, people, and objects;
- 5) 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 "HOST" Boarding or Transporting my "HORSE(S)" or permitting my Participation in the "ACTIVITY", I together with my heirs, executors, administrators and assigns, (collectively called my "Legal Representatives") agree:

- 1) To Waive All Claims that I may have against the "HOST"; and, 2) To Release the "HOST" 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 horse(s) being Boarded, Transported or my Participation in the "ACTIVITY" due to any cause whatsoever INCLUDING NEGLIGENCE ON THE PART OF THE "HOST"; and,
- 3) TO HOLD HARMLESS AND INDEMNIFY the "HOST" from any and all liability for any injury to the "HORSE(S)" or any property damage or personal injury to any third party resulting from my "HORSE(S)" being Boarded, Transported or my Participation in the "ACTIVITY" and,
- 4) To maintain in effect a minimum of \$1,000,000. third party liability insurance on the "HORSE(S)" while boarded or Transported.

I have read and understand the Rules of the Boarding facility and the "Activity" which apply to me. I agree to abide by those Rules and Acknowledge that a breach of the Rules may among other things result in my expulsion from the Boarding facility or 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 "HOST", or, if I die, by signing this Release and Acknowledgment, I am waiving certain rights that my Legal Representatives may have against the "HOST",

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 Owner/Participant named herein and am executing this Release and Acknowledgment on behalf of the Owner/Participant in my capacity as guardian and with the intent that this Release and Acknowledgment be binding on the infant Owner/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 "HOST", and which the infant Owner / Participant has against the "HOST". In the event of my death or the death of the infant Owner / 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 "HOST".

Date Signed: _____

(Witness) (Signature of Guardian of Participant)

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