

Equine Activity Release and Hold Harmless Agreement

1. I, _____, (or the undersigned rider's / participant's legal representative, if such is a minor or does not otherwise have the legal capacity to contract) the undersigned have read and understand, freely and voluntarily enter into this Release and Hold Harmless Agreement with Elli Pospischil, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies) and is subject to the following terms and conditions.
2. I (or the rider's/participant's legal representative if the rider/participant is a minor or does not otherwise have the capacity to contract) understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding horses; including, but not limited to, any interactions with other horses. I, being the rider/participant acknowledge that I fully understand that horses and horse tack and equipment are unpredictable, and that association with them necessarily involves varying degrees of risk which I fully assume, including any risks of unsafe terrain (including but not limited to sink holes, stump holes, wild animals, bees, cattle, snakes, and so on). I hereby declare that I am assuming all risks of loss of any kind in connection with activities on the premises of or arising from property owned or used by Elli Pospischil, including such losses or damages to automobiles, campers or trailers, on or near the premises, and that I shall be solely responsible for any loss of any kind, including theft or property damage or loss, including risks or events of injury from falls, horses, equipment, personnel and/or facilities used by Elli Pospischil, from any cause whatsoever, including negligence of any person whatsoever. Understanding those risks I hereby release Elli Pospischil, her officers, directors, shareholders, employees and anyone else directly or indirectly connected with Elli Pospischil from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse or any property damage whatsoever, including reasonable attorney's fees arising from their presence to that of their agents or their horses or personal property on or near the proprietor's premises.
3. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

I AM AWARE THAT ACTIVITIES INVOLVING HORSES CAN BE A HAZARDOUS ACTIVITY AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED, HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, AND VERIFY THESE STATEMENTS BY PLACING MY INITIALS HERE: _____

4. INSURANCE, I also acknowledge and agree that I hold the responsibility to obtain and keep in force sufficient insurance coverage (including, but not limited to, liability, health and life) to protect me from any expense, liability claims or damages mentioned or included in this Waiver of Liability agreement, and that whether or not I obtain such insurance and whether or not such insurance is sufficient, the provisions above shall be fully effective and

enforceable and I will be bound and liable there under.

5. SAFETY EQUIPMENT, I have been advised to purchase and wear a helmet or hard hat (approved for equestrian activities) during my lesson/clinic/workshop etc. I also understand that I am to wear sturdy shoes when in the presence of horses and footgear designed for horseback riding when riding. Riders under the age of 18 are required to wear a helmet or hard hat (approved for equestrian activities) and footgear designed for horseback riding.
6. I recognize and agree that I know which equine professional I will be working with, and acknowledge that I agree said equine professional has made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional from any continuing duty to monitor my equine activities. Furthermore, I warrant that all of my equipment is in good working order.
7. I further voluntarily agree and warrant to Release and Hold Harmless this equine professional from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

Equine Professional: Elli Pospischil Date: _____

Person voluntarily entering into this Release and Hold Harmless Agreement:

Signature

Printed Name

Address

City, State, Zip

Email

Cell phone #

Emergency Contact Name & phone number

Executed at (Location)

If minor, person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement:

Signature

Printed Name