

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION for allowing _____, (hereinafter the "rider") to participate in the horse-related activities, including but not limited to, riding instruction, I agree to this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**. On behalf of myself, and my personal representatives, estate, heirs, assigns, and next of kin, I do **HEREBY FOREVER RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Ann R. Thal/Snaffles, Inc.**, clinic organizer and property owner, or any of their officers, directors, instructors, principals, agents, employees, or affiliates (hereinafter the "Released Parties") **FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, ARISING OUT OF, OR RELATED TO, THE HORSE-RELATED ACTIVITIES THAT I PARTICIPATE IN, ANY TRAINING OR INSTRUCTION I RECEIVE, ARISING OUT OF FACILITIES AND EQUIPMENT, INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER ACTIVE OR PASSIVE.**

The undersigned does hereby affirm, acknowledge, and understand that I have been informed that **HORSE-RELATED ACTIVITIES ARE POTENTIALLY DANGEROUS** and involve certain inherent hazards and risks and no amount of care, caution, instruction or expertise can eliminate the inherent dangers.

By reading and initialing below, I am confirming my understanding of the following:

_____ I affirm and recognize that there are **SUBSTANTIAL RISKS** involved in horse-related activities which include, **but are not limited to**, severe injuries resulting in permanent physical disabilities, bone and joint injuries, muscle strain and muscle injuries, brain injury, neurological damage, and death.

_____ I affirm and recognize that there are other risks, hazards and dangers that are integral to horse-related activities in an outdoor environment. I further affirm that the description of the risks in this document are not complete and that there are other risks, hazards and dangers associated with participating in horse-related activities in an outdoor environment that may be unknown or unanticipated.

_____ I affirm that I have inspected the facilities and are satisfied that all premise conditions are reasonably safe for the intended purpose and usage.

_____ I expressly acknowledge that I must wear protective headgear while participating in any horse-related activities. I understand and acknowledge that I am solely responsible for choosing my own headgear.

_____ I expressly acknowledge that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** and therefore agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence, whether active or passive, by the Released Parties and is intended to be as broad and inclusive as permitted by the laws of the Province or State in which the activities are conducted. I **agree** to release and forever discharge the **Released Parties** from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in the horse-related activities.

_____ I **HEREBY** agree to indemnify and save and hold harmless the Released Parties and each of them from any lawsuit by myself or by anyone on my behalf, personal representatives, estate, heirs, next of kin or assigns arising out of, or related to, horse-related activities that I may engage in for whatever period said activities may continue, whether caused by the negligence, whether active or passive, of the Released Parties. I agree that I will not make a claim of any kind against the Released Parties as a result of any damage, injury, paralysis or death, including my property, and agree to save and hold harmless, indemnify and forever defend the Released Parties as a result of my participation in the horse-related activities, as well as expenses and liabilities, including reasonable attorneys' fees incurred by the Released Parties resulting from any such claim, action or demand.

_____ I agree that if any provision of this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed to be severed and deleted and neither shall such provision, its severance or deletion, affect the validity of the remaining provisions of this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement.

_____ I understand the nature of the horse-related activities, my experience and capabilities and believe that I am qualified, in good health, and in proper physical condition to participate in such activity.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT; I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON BEHALF OF MYSELF AND MY HEIRS.

I HAVE AGREED TO THIS RELEASE AND WAIVER OF LIABILITY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND I UNDERSTAND THAT THIS DOCUMENT REPRESENTS A LEGAL CONTRACT.

Dated this ____ day of _____, 20__ at _____.

Participant's Name _____
(please print)

(signature)
(All participants must sign, including minors)

IF THE RIDER IS NOT OF LEGAL AGE, THE FOLLOWING MUST BE COMPLETED BY THE MINOR'S PARENT(S) AND/OR GUARDIAN(S)

_____ I expressly acknowledge and affirm that I am the minor's parent(s) and/or guardian(s), and I have the legal authority to enter into this release and waiver of liability on behalf of the minor herein. Further, I understand the nature of the horse-related activities, and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in this activity.

_____ I have agreed to this Release and Waiver of Liability freely and voluntarily without any inducement, assurance, or guarantee being made and intend the signatures below to be a complete and unconditional release of all liability, including negligence, to the greatest extent allowed by law and I understand that this document represents a legal contract.

Dated this ____ day of _____, 20__ at _____.

Mother's Name _____
(please print)

(signature)

Father's Name _____
(please print)

(signature)

Guardian's Name _____
(please print)

(signature)