

WEST RIVER EQUINE, LLC-RELEASE OF LIABILITY & BARN RULES

Last name: _____

First name: _____

Date of Birth: _____

Participants Address: _____

Phone # (____) _____ - _____

City: _____, State: _____, Zip: _____

Age (if under 18) _____

NOTE: There will be a separate agreement for each person.

In consideration of my being permitted by the landowner, West River Equine, LLC, their heirs, agents, successors, and assigns, (Hereafter collectively "WRE") to use the facilities, equipment, horses etc. for horseback riding and related activities, I agree to the following waiver and release. I the undersigned user agree to INDEMNIFY AND HOLD HARMLESS WRE, their heirs, successors, agents, assigns and employees, and I make the following representations.:

I ACKNOWLEDGE THE INHERENT EXTREME RISKS IN RIDING, TRAINING, AND BEING IN THE GENERAL VICINITY OF HORSES AND RELATED EQUIPMENT AND ACCESSORIES; INCLUDING THOSE THAT TAKE PLACE INDOORS and OUTDOORS. I THE UNDERSIGNED FURTHER ACKNOWLEDGE AND AGREE TO THOSE RISK INCLUDE BUT ARE NOT LIMITED TO:

- 1. Being injured by a horse.**
- 2. All manner of injuries resulting from hitting projections, permanent or temporary, or the ground.**
- 3. Injuries resulting from unknown and latent conditions which may exist on the premises.**
- 4. Cuts, abrasions and other wounds resulting from skin contact with walls, projections, and natural obstacles such as trees, rocks, and streams.**
- 5. Failure of slings, harnesses, saddles, bridles, jumps or any other part of the premises or accessories used with horses.**

6. Rope abrasion, entanglement and other injuries resulting from activities inside the center.

I further acknowledge that the above in no way limits the extent or reach of this release and covenant not to sue. **I have fully read and understand the above.**

I agree to assume all risk of personal injury, **including paralysis and death that** may occur while I am on the premises of WRE. I hereby release WRE, their heirs, agents, successors, assigns, employees, builders, designers, their insurers, and agents, harmless from all liability for any personal injury or property loss that I may incur for or in connection with any activity on their premise including but not limited to any animal, training, including riding lessons.

I agree to pay attention to the state of the equipment used. I agree to abide by all barn rules. I also understand that certain skills are necessary for horseback riding.

This release applies to and binds my personal representatives, executors, heirs, and family. If a member of my family under the age of 18 accompanies me to the farm, I make this release and these representations of his or her behalf as well as my own and agree to assume responsibility for his or her safety.

PARENTS AND GUARDIANS TAKE NOTE!

If I am a parent or guardian of a minor riding, training or otherwise using the premises, whether or not I am present when the minor is using said premises, I agree to indemnify and hold harmless WRE, their heirs, successors and assigns, employees, and all other parties released.

I am physically fit and know of no medical or health reason why I should not participate in the activities that take place at the premises of WRE. I know of no medical health reason nor any pre-existing condition why any minor I am signing this release for should not partake in activity related to horse care, riding, training, or horse shows.

This release is a binding legal contract.

I hereby certify that I am over (18) years of age. If I am not over (18) years of age, my parent or legal guardian has also read, and signed this release.

I acknowledge that the provisions of this release shall be binding upon me, my heirs, executors, administrators and assigns and shall be governed by the laws of the State of Vermont. I agree that any suit or legal action shall be brought in the State of Vermont and the terms of this document shall be admissible as evidence as a binding legal agreement between myself and WRE, their successors, heirs, assigns and employees.

In the event that any portion of this agreement shall be deemed to be invalid, the remaining portion of said agreement shall not be affected by such invalidation.

RULES

This release and hold harmless agreement must be signed by anyone using the premises whether working with their own horse or not. Releases are to be signed by parents of minors.

1. The premises shall be closed when WRE or duly appointed representative are not present.

2. The hours of when the premises shall be used will be set by WRE.

3. No instructors other than Alyssa M. McLaughlin-Price shall be permitted to provide riding lessons on the premises without express written consent of WRE.

4. No children unaccompanied by a legally responsible adult shall be permitted on the premises except with the consent and permission of WRE.

5. A Release to hold harmless must be signed by anyone using the premises whether working with their own horse or not. Releases are to be signed by parents of minors.

7. Individuals using the premises are responsible for their guest's action and care.

8. Helmets with full harness and shoes/boots with heel must be worn by any person who rides on said premises.

9. No smoking will be permitted on or about the premises.
10. No dogs will be permitted on the premises unless agreed to by WRE.
11. Riding during lessons is only permitted with proper permission.
12. Using horses or equipment without the owner's consent is prohibited.
13. No riding in the barn is allowed except as authorized by WRE.
14. Riding/grazing is only allowed with permission.
15. All accidents, regardless of the seriousness shall be reported immediately to WRE.
16. Vehicles shall only be parked in the designated parking area.
17. All equipment, accessories used in connection with any horse residing at the premises shall be stored neatly and in an appropriate area.
18. All horses, equipment, shall be placed back in proper condition after use.
19. All gates shall remain in their original condition either latched or open.
20. When riding in the arena "left to left" traffic rules apply unless called.
21. Cleaning aisles stalls after grooming is mandatory after riding.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability. **I understand that this release is a contract. I sign it of my own free will.** I also understand that this contract is severable; in other words, that if any part of it is held by a court of law to be unenforceable the remaining portion shall be enforceable.

Parent/Legal Guardian Signature, if participant is under 18 years of age:

Parent/Legal Guardian name **clearly printed** _____

Date: _____ Accepted by: _____
Parent/legal guardian