



Theresa Green Equestrian Services

www.theresagreenequestrianservices.com

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WITNESS THIS RELEASE dated this _____ day of _____, _____, by and between Theresa Green Equestrian Services, and _____, hereinafter referred to as Participant, and if the Participant is a minor, the Participant's parent(s) or guardian(s) _____ and _____. For consideration received, and in return for the use, today and on all future dates of the property and facilities of Chivers Stables, and services of Theresa Green Equestrian Services, their instructors, employees, drivers, and agents; Participant, Participant's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risk and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with activities with farm animals such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but is not limited to the propensity of animals to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in as injury, harm or death to persons on or around them: the unpredictability of animal's reactions to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface condition; collisions with other animals; the limited availability of emergency medical care; and the potential of a 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 animal or not acting within each participant's ability.

The Participant acknowledges that, farm animals by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. The Participant agrees to abide by and follow all rules and regulation which, shall be posted and/or available from time to time. The Participant further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the Participant. The Participant assumes all risks therefor and warrants a full and fair disclosure of the Participant's abilities has been made to the members of Theresa Green Equestrian Services.

The Participant expressly release Theresa Green Equestrian Services and Chivers Stables from all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this state) by Theresa Green Equestrian Services or its representatives, agents, or employees.

Warning

An animal owner or an agent or an agent of an equine owner who regardless of consideration allows another person to take control of an animal is not liable for an injury to or the death of the person if:

- * The person has taken control of the animal from the owner or agent when the injury or death occurs.**
- * The person or the parent or legal guardian of the person if the person is under eighteen years of age has signed a release before taking control of the animal.**
- * The owner or agent has properly installed suitable tack or equipment, or the person has personally tacked the equine with tack the person owned, leased or borrowed. If the person has personally tacked the equine, the person assumes full responsibility for the suitability, installation and condition of the tack.**
- * The owner or agent assigns the person a suitable animal based on a reasonable interpretation of the person's representation of their skills, health and experience with and knowledge of animals.**

2. The Participant agrees to assume all risks involved in or arising out of the Participant's use of any equipment or livestock pertaining to the rental of animals or the taking of riding lessons, the use of any arena on the premises and for the purposes of taking riding lessons either on the premises or lessons given off the premises by Theresa Green Equestrian Services personnel.

3. Participant (or participant's parent or guardian if the participant is a minor) agrees to hold harmless, indemnify and defend Theresa Green Equestrian Services against any and all claims, demands, causes of action, damages, judgments, orders costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with the participant's use of or presence upon the property and the facilities located thereon. In the event the Participant is a minor, the parent or guardian shall further indemnify, defend, and hold Theresa Green Equestrian Services harmless from any such claims by said minor child.

4. Any action brought under this agreement shall be brought within one year of the incident or accident giving rise to said claim.

5. Participant agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time to executing said release.

Participant/Parent/Guardian's Signature

Date