

Heart To Heart Morgans Release Form

This RELEASE FROM LIABILITY is made and entered into on this _____ day of _____, 20____, by and between _____, herein after designated MANAGER/INSTRUCTOR and _____ hereinafter designated RIDER; and if Rider is a minor, Rider's parents or guardian _____ . In return for the use today, and on all future days, of property, facilities, and services of the Manger/Instructor, the rider, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Rider is responsible for full and complete insurance on his horse, personal property and himself.
2. Rider understands there are risks in and around equine activities.
3. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON MANAGER/INSTRUCTOR'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and /or the negligence and /or deliberate act of another person.
4. Rider agrees to hold Manger/Instructor and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's use of or presence upon Manger's/Instructor's property and facilities, including with out limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Manger/Instructor.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code 1542) 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 dose not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manger/Instructor against any hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arises from Rider's use of or presence upon the Manger/Instructor's property and facilities.
7. Rider agrees to abide by all of the Manger's/Instructor's rules and regulations.
8. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Manger/Instructor reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable. Rider's horse must also have current shots.
9. This contract is non-assignable and non-transferable and is made and entered into the state of New York, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with the State Law, then that clause is null and void. When the Manger/Instructor and Rider (and Rider's parent or guardian, if Rider is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

I have read and understand this release.

Rider's Signature

Manger's/Instructor's Signature

Rider's Parent or Guardian (if rider is a minor)

Description of Horse (if applicable)

Address & Telephone of Rider

