

Liberty Prairie Farm Equine Activity Release of Liability & Hold Harmless Contract

This **Release from Liability and express assumption of risk** is made and entered into on this _____ day of _____ 20_____, by and between **Liberty Prairie Farm**, its Employees or Contracted Labor hereinafter designated Equine Professional and _____ Hereinafter designated Participant; and, if Participant is a minor Participant's parents or guardians. In return for the use today, and on all future days of property, facilities and services of the Equine Professional, the Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

Please Initial the Following

_____ 1. Participant is responsible for full and complete insurance coverage on his horse, personal property and himself.

_____ 2. Participant understands that there are inherent risks in and around equine activities.

Risks inherent in equine activities means dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of persons around the equine without limitation but not limited to bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions; collisions with other equines or objects; or the potential of another participant to not maintain control over an equine or to not act within the person's ability.

_____ 3. **Participant expressly agrees to assume any and all responsibility for all risks involved in or arising from participants use of or presence upon equine professional's property and facility** including, without limitation but not limited to: risks of death, bodily injury, property damage, falls, kicks, bites, collision 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. Participant agrees to hold Equine Professional and all successors, assigns, subsidiaries, franchises, 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 actions, injuries, damages, costs or expenses arising out of Participants use of or presence of Equine Professional's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if damages are caused by the direct, willful and wanton gross negligence of the Equine Professional.

_____ 5. Participant agrees to waive the protection afforded by any statute or law in any 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 of executing the release.

_____ 6. Participant agrees to indemnify and defend Equine Professionals against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs of expenses, including attorneys' fees, which in any way arises from Participant's use of or presence upon the Equine Professional's property and facilities.