

## MINOR PARTICIPANT RELEASE OF LIABILITY

WITNESS THIS AGREEMENT this day by and between Juli Piovesan DBA Heritage Run Horsemanship LLC hereinafter referred to as MANAGER and

\_\_\_\_\_ (print student's name), hereinafter referred to as PARTICIPANT and including PARTICIPANT'S Parent/Guardian. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Participant, Participant's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; 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 such participant's ability.

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

Participant expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence (as allowed by the laws of this State) by Manager or its representatives, agents or employees.

2. Participant agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property and the facilities located thereon.

3. In the event Participant is using Participant's own horse, or a horse(s) not owned by Manager, Participant warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.

4. 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 of executing said release.

\_\_\_\_\_  
Signature of Participant's Parent/Guardian

\_\_\_\_\_  
Date

Email \_\_\_\_\_