

Equine Activity Release of Liability,

Waiver of Right To Sue And Assumption of All Risks for Megan Brauch

This release of liability is made and entered into on this _____ day of _____, 20____ by and between Megan Brauch of Narnia Stables, all those involved in hosting her at _____ including its members, agents, servants, employees, instructors, clinicians, volunteers, independent contractors or any other personnel (collectively, the “Stable Personnel”) hereinafter designated as Operators and _____ hereinafter designated as Participant, and if Participant is a minor, Participant’s parent or guardian _____ . In return for the use today and on all future dates of the property, facilities and services of the Operators, the Participant, his heirs, assigns, and legal representatives, hereby expressly agree to the following.

NOTICE: This Waiver shall give notice to the Participant of the risks inherent in equine activities including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict and equine’s reaction to sound, movement, persons, or animals; and (iii) hazards of surface or subsurface conditions.

- Participant agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE USE OF, OR PRESENCE UPON PROPERTY AND FACILITIES WHERE THIS CLINIC IS HOSTED 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, or the negligence or deliberate act of another person.
- 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.
- Participant agrees to indemnify and defend Operators against, and holds it harmless from, any and all claims, causes, of actions, damages, judgments, costs or expenses, including attorney’s fees, which in any way arise from the Participant’s use of presence up the Operators’ property and facilities.
- Participant agrees to abide by all of rules and regulations of the host facility.
- If participant is using their horse, the horse shall be free from infection, contagious or transmissible disease the host reserves the right to refuse a horse if not in proper healthy or is deemed dangerous or undesirable.
- The participant will not hold Meg Brauch or the Operators responsible for any physical damage that may occur to the horse before, during, of after the clinic/workshop including muscle strain, skeletal injuries, tendon/ligament damage, colic, ulcers, stress related medical problems, skin lesions, abrasions, or lacerations, or death.
- This contract is non-assignable and non-transferable and is made and entered into the State of _____, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Participant and Participant’s parent or guardian, if Participant is a minor, sign this contract, it will then be binding on all parties (Meg Brauch, Operators and Participant), subject to the above terms and conditions.

PARTICIPANT’S SIGNATURE:

SIGNATURE OF PARENT/GUARDIAN

PRINTED NAME:

DATE:

ALLERGIES OR MEDICAL CONDITIONS:

EMERGENCY CONTACT AND PHONE NUMBER: