OM RIDING

STUDENT RELEASE

 WITNESS THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between OM Riding and Lisa Bauman, hereinafter referred to as the “Trainer” and the individual or individuals undersigned, hereinafter referred to as “Student.” For consideration received, and in return for the use, today and on all future dates of the horses, property, equipment, facilities and services of the Trainer’s employees and agents, the Student, and if the Student is a minor then the Student’s parent or guardian, hereby agrees 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 horses 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 a horse’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.

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

 2. Utah Inherent Risk. Utah Judicial Code, §78-27b-101, defines “Inherent Risk” with regard to equine or livestock activities as those dangers or conditions which are an integral part of equine or livestock activities, which may include:

(a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;

(b) the unpredictability of the animal’s reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals;

(c) collisions with other animals or objects; or

(d) 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 his or her ability.

 Student acknowledges that the Trainer is not liable for these inherent risks.

 (initial here acknowledging Student’s acknowledgment

 regarding inherent risks.)

3. Student agrees to assume any and all risks involved in or arising out of Student’s use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena on the premises selected by Trainer and for purposes of taking riding lessons either on the premises or lessons given off the premises by Trainer.

4. STUDENT (OR STUDENT’S PARENT OR GUARDIAN IF STUDENT IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE STABLE 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 STUDENT’S USE OF OR PRESENCE UPON THE PROPERTY OWNED BY THE STABLE AND THE FACILITIES LOCATED THEREON. In the event Student is a minor, the parent or guardian shall further indemnify, defend and hold Trainer harmless from any such claims by said minor child.

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

6. Student 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.

 7. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Utah including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The parties submit to the jurisdiction of the Courts of the State of Utah or a Federal Court empanelled in the State of Utah, County of Salt Lake, for the resolution of all legal disputes arising under the terms of this Agreement, including, but not limited to, enforcement of any arbitration award. Except as otherwise provided herein, if a dispute should arise between the parties including, but not limited to arbitration, the prevailing party shall be reimbursed by the non-prevailing party for all reasonable expenses incurred in resolving such dispute, including reasonable attorneys' fees.

8. Except as provided herein, this Agreement contains the entire agreement of the parties, and supersedes all existing negotiations, representations, or agreements and all other oral, written, or other communications between them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. If any provision of this Agreement is unenforceable, invalid, or violates applicable law, such provision, or unenforceable portion of such provision, shall be deemed stricken and shall not affect the enforceability of any other provisions of this Agreement.

 9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. No change, modification, addition, or amendment to this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any breach, covenant, representation, warranty or default of this Agreement by any party shall be considered to be a waiver of any other breach, covenant, representation, warranty or default of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

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| STUDENT (OR AUTHORIZED AGENT) | STABLE |
|  |  |
| By:  | OM Riding |
| Print Name:  |  |
| Dated:  |  |
|  |   |
|  | By: Lisa Bauman |
| STUDENT’S PARENT OR GUARDIAN |  |
| (IF OWNER IS A MINOR) |  |
|  |  |
| By:  |  |
| Print Name:  |  |
| Dated:  |  |
|  |  |
|  |  |
| Address:  |  |
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