

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release of Liability and Hold Harmless Agreement ("Agreement") is made as of _____ between Angela Cavaliere/Brilee Farms and all of her agents, employees, volunteers, students, friends, family, boarders, leasers and any other person or entity acting on their behalf (hereinafter referred to collectively as "Owner") and the person(s) executing this document (hereinafter referred to as "Rider"). The Rider/Participant is a CLIENT of Angela Cavaliere (owner).

RIDER ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN BEING ON OR AROUND HORSES. THOSE RISKS INCLUDE SERIOUS BODILY INJURY AND DEATH. RIDER UNDERSTANDS THAT THESE RISKS ARISE FROM THE FACT THAT ANY HORSE MAY ACT UNPREDICTABLY, AND THAT ALL HORSES ARE CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS. RIDER APPRECIATES THAT ALL HORSES ARE EASILY FRIGHTENED BY SOUND, MOVEMENT, UNFAMILIAR OBJECTS, ODORS, PERSONS, OTHER ANIMALS, NATURAL HAZARDS, AND ARTIFICIAL CONDITIONS AMONG OTHER THINGS AND MAY RUN, BOLT, BITE, BUCK, OR KICK WITH NO WARNING AS A RESULT. RIDER UNDERSTANDS THAT SERIOUS BODILY INJURY, PROPERTY DAMAGE, OR DEATH MAY RESULT WHILE PETTING, FEEDING, WATERING, BRUSHING, TACKING, SADDLING, MOUNTING, DISMOUNTING, SHOEING, VETTING, RIDING, OR OTHERWISE BEING ON OR AROUND ANY HORSE. BY SIGNING THIS AGREEMENT, RIDER ACKNOWLEDGES THAT HE/SHE IS AWARE OF THE INHERENT RISKS OF BEING ON OR AROUND HORSES, APPRECIATES THAT THESE RISKS INCLUDE SERIOUS BODILY INJURY, PROPERTY DAMAGE, AND DEATH, BUT VOLUNTARILY CHOOSES TO ENCOUNTER THESE RISKS ANYWAY THEREBY ASSUMING ALL RESPONSIBILITY FOR ANY INJURY, DAMAGE, OR DEATH CAUSED TO RIDER AS A RESULT OF BEING ON OR AROUND HORSES.

CONDITIONS OF NATURE – Angela Cavaliere, and her agents, employees, volunteers, students, friends, family, boarders, leasers and any other person or entity acting on their behalf is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape

RIDER RESPONSIBILITY – Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.

RIDER IS AWARE THAT PROTECTIVE EQUINE RIDING HELMETS ARE MANDATORY AND REQUIRED FOR ALL EQUINE MOUNTED PARTICIPANTS AND A PARTICIPANTS REFUSAL TO WEAR SAME SHALL RESULT IN THE DENIAL OF SERVICES, OR IMMEDIATE TERMINATION OF SERVICES BY ANGELA CAVALIERE

NATURE OF RIDING HORSES – No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where on much smaller, weaker predator animal (human) tries to impose its will on, and become on unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

INSPECTION OF PREMISES – RIDER/PARTICIPANT has inspected Angela Cavaliere's facilities, located at 7 Mine Brook Road, Colts Neck, NJ and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon the premises. In consideration for Owner's equine services and participating in – or observation of - its equine activities including but not limited to riding, trail riding, training, boarding, leasing and riding instruction, Rider hereby releases, waives, and forever discharges Owner of all actions of whatever kind arising from bodily injury, death, or property damage which relate in any way to Owner's equine related services and activities so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Owner (*i.e.* Rider releases Owner from liability for damages caused by Owner's negligent acts or omissions only). Rider further agrees to indemnify Owner for, and hold Owner harmless from, all judgments, ordinary negligence, demands, attorney fees, and costs arising from any such action.

This release is given on behalf of Rider, Rider's spouse, Rider's legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or children of Rider's, on behalf of them, their legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release that does not expire and remains in effect until Rider has revoked it in writing provided to Owner.

USE OF FACILITIES – The use of ANY recreational facilities located at 7 Mine Brook Road, Colts Neck, NJ are at your own risk, including but not limited to the trampoline, pool, hot tub, recreational vehicles (ATV/UTV), slip and slide, etc. Angela Cavaliere and her agents, employees, volunteers, students, friends, family, boarders, leasers and any other person or entity acting on their behalf is NOT responsible for bodily injury, death, and property damage.

RIDER/PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS RELEASE, UNDERSTANDS THAT HE/SHE IS KNOWINGLY AND VOLUNTARILY ASSUMING ALL RISKS ASSOCIATED WITH BEING ON OR AROUND HORSES INCLUDING SERIOUS BODILY INJURY, DEATH, AND PROPERTY DAMAGE, AND RELEASES OWNER FROM ALL LIABILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM OWNER'S NEGLIGENCE AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM THE SAME.

By signing this document, I acknowledge that if myself or anyone else is hurt and/or their or my property is damaged during my participation in equine activities or other animal offered by Angela Cavaliere/Brilee Farms, I may be found by a court of law to have waived my right and/or the right of anyone (together with our estate, heirs, spouses/civil partners, personal representatives and assignees) on whose behalf I sign this document to maintain a lawsuit against Angela Cavaliere, her agents, employees, volunteers and all others acting on behalf of Angela Cavaliere, together with other equine participants at the property on the basis of any claim including but not limited to personal and property damages of any nature, legal fees and costs of suit from which I have released them from herein.

Box 1:

_____	_____
Print Rider/Participant Name, if under 18	Signature of Parent and/or Guardian
Date of Birth: _____	_____
	Print Parent and/or Guardian Name

Box 2:

_____	_____
Print Rider/Participant Name	Signature
Date of Birth: _____	

Box 3:

Phone Number: _____	Email Address: _____
Home Address: _____	
Emergency Contact Person and Phone Number: _____	
Today's Date: _____	

WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L. 1997 , C. 287