



This RELEASE OF LIABILITY is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Rapier Sport Horses and Hillary Rapier, hereinafter designated TRAINER and \_\_\_\_\_, hereinafter designated RIDER, and if a RIDER is a minor, Rider's parent or guardian \_\_\_\_\_. In return for the use, today and on all future dates at Rapier Sport Horses facilities and services by TRAINER, Rider, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

It is the responsibility of the Rider to carry full and complete insurance coverage on his horse (if owned by rider), personal property and himself.

Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER'S USE OF OR PRESENCE UPON TRAINER'S PROPERTY AND FACILITIES 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.

Rider agrees to hold TRAINER and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims causes or action, injuries, damages, cost or expenses arising out of Rider's use of or presence on TRAINER'S property, facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful, and wanton negligence of the TRAINER.

Rider is aware of and understands the intrinsic dangers of equine activities which are dangers or conditions that are an integral part of equine activities. These will include but are not limited to:

- \*The propensity of equines to behave in ways that may result in injury, harm, or death to person on or around them,
- \*The unpredictability of an 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 or objects,
- \*The potential of a rider acting in a negligent way that may contribute to injury to the participant or other, such as failing to maintain control over the equine or not acting within the Rider's ability.

Rider 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.

Rider agrees to indemnify and defend Trainer against, and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon the Trainer's property and facilities.

