

Lucky Orphans Horse Rescue
2699 Route 22
Dover Plains, NY 12522

I, _____ hereby agree to the following:

1. I agree to forever **HOLD HARMLESS** and **INDEMNIFY** Lucky Orphans Horse Rescue, Inc., their Board members, officers, directors, shareholders, employees, agents, and independent contractors, (hereinafter collectively the "Released Parties") against, and further **RELEASE** them from, any liability or responsibility for accident, damage, injury, illness, claims, demands, actions, and any causes of action whatsoever, to myself, my family, the horse(s) or any other of our property or to any guest accompanying me on any property owned or leased by the Corporation (hereinafter referred to as the "Farm").
2. Notwithstanding (i) any limitation in the capitalization of the Corporations, (ii) any domination and/or use for personal purposes of the Corporations by their principal shareholders, and (iii) any other abuse of the corporate form, I will never attempt pierce the Corporations' corporate veil. Under no circumstances will I attempt to hold the officers, directors, or shareholders of the Corporations liable for any claims I may have against the Corporation.
3. My family and I acknowledge the inherent risks to ourselves or to anyone else on the Farm at our invitation from using, riding or being in close proximity to horses, including serious bodily injury and/or death caused by falling, being thrown off, kicked, bit or struck. I acknowledge that being around horses is dangerous, and that horses can act unpredictably.
4. I forever **COVENANT NOT TO SUE** and further agree not to bring any action whatsoever against the Release Parties related directly or indirectly to our equine or any other activities on the Farm, including but not limited to any activities involving property, vehicles or equipment owned or leased by the Released Parties.
5. I hereby forever **RELEASE** and **DISCHARGE** the Released Parties from any and all liabilities, claims, demands, or causes of action that my family or I may hereafter have for any injuries and damages to myself, my family, the horse(s) or other property that are in any way related to my equestrian activities or any other activities involving the Released Parties' property or equipment.
6. My family and I understand that horseback riding is a recreational activity. While on the Farm, I will: (1) exercise the utmost caution when handling or riding any horse, and (2) obey all barn rules. My family and I understand and agree that the Released Parties do not (1) extend any assurance that the Farm is safe for horseback riding or (2) owe a duty of care toward me, my family, or anyone else on the Farm at my invitation, or (3) assume responsibility or incur liability for any injury to person or property caused by anyone horseback riding or doing anything else at the Farm.
8. My family and I understand being on the Farm does not give us permission to enter areas of the Farm other than the barn and indoor and outdoor riding rings, and that entry thereon will be at our own risk. I understand and agree that the Corporations operate a working farm as defined in laws of the State of New York, and I agree that the Released Parties owe me and my family and me no duty to keep any areas of the Farm safe for entry or use, nor to warn us of hazardous conditions.

9. I agree to **INDEMNIFY** and to defend, pay the legal expenses, and **HOLD HARMLESS** the Released Parties from any damage, loss, or injury to any third party which may result directly or indirectly from myself, my family, or the horse(s).

This **RELEASE** of liability and **DISCHARGE** from duty includes a release from liability for conduct, actions, and activities that I do not foresee or anticipate at this time. This indemnification for and release from liability and discharge from duty is intended to be as full and complete an indemnification, release, and discharge as is possible to make under New York law and is intended to be binding upon not only myself, but also my heirs, my estate, and my next of kin. This agreement is governed by the laws of the state of New York and is completely several: if one part of this agreement is found to be unenforceable, the remainder shall remain in full force and effect.

Signature

Date

Signature of Parent or Guardian if 18 or under

Print Name and Address

I hereby consent to authorize Lucky Orphans Horse Rescue to use any and all photographs and any other audio/visual materials of me, my son or daughter or others in my care for promotional printed material, educational activities or for any other benefit of the organization.

Date: _____ Signature: _____ Print: _____