



# WARNING TO VISITORS

**BEFORE STARTING YOUR ON-SITE ACTIVITIES, YOU ARE REQUIRED TO READ THE POSTED WARNING TO VISITORS & CLIENTS AND THE VISITOR & CLIENT RESPONSIBILITIES NOTICE SIGNS TO LEARN ABOUT:**

- The risks inherent to observing or participating in on-site activities; and
- Your responsibilities when observing or participating in the activities on this working equestrian center and farm.

**UNDER ARTICLE 18B OF NEW YORK'S GENERAL OBLIGATION LAW, THE ITHACA EQUESTRIAN CENTER IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF VISITORS OR PARTICIPANTS IN EQUINE ACTIVITIES RESULTING FROM THESE INHERENT RISKS**

**THE WARNING TO VISITORS & CLIENTS SIGNS ARE POSTED AT THE FRONT ENTRANCE AND THE INTERIOR ENTRANCES TO THE INDOOR ARENA.** These signs explain the inherent risk(s) of the on-site activities in which you will be participating or watching, activities that may expose you to the risk of personal injury, death or damage to your property.

**THE VISITOR & CLIENT RESPONSIBILITIES SIGNS ARE POSTED AT THE FRONT ENTRANCE AND THE INTERIOR ENTRANCES TO THE INDOOR ARENA.** These signs describe your responsibilities as a visitor or client on a working farm and equestrian center, which include obeying directional and "off limits" signs, following instructions and obeying warnings from farm representatives; complying with posted rules of conduct; and exercising reasonable care concerning disclosed risks.

- If you do not understand the information contained in the Warning to Visitors & Clients or Visitor & Clients Responsibilities signs or have any questions about their content, please ask a farm representative for help before you begin your on-farm activity.
- If you are accompanied by minors or other individuals who need help in understanding the inherent risks of observing or participating in the on-farm activities or the responsibilities of a visitor or client on a working farm, please explain, or ask a farm representative to explain, the risks and responsibilities to those people so that they understand them.

**IF YOU (OR THOSE YOU ARE WITH) ARE UNPREPARED OR UNWILLING TO ACCEPT THE RISKS DISCLOSED OR THE RESPONSIBILITIES IMPOSED ON A VISITOR TO AND CLIENT OF A WORKING FARM, PLEASE ADVISE A FARM REPRESENTATIVE AND RETURN ANY TICKET(S) INTACT AND UNUSED. IF A TICKET WAS PURCHASED, YOU WILL BE ISSUED A REFUND FOR THE AMOUNT PAID FOR THE TICKET(S) WHEN FIRST ISSUED.**

**IF YOU REMAIN ON THE PREMISIS YOU ARE ACCEPTING  
THE RISKS!**



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Participant's Printed Name

## **HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY**

**THIS DOCUMENT IS A LEGALLY BINDING INSTRUMENT, PLEASE READ IT THOROUGHLY, REFUSE TO PARTICIPATE IN THE ACTIVITIES AND CONSULT WITH AN ATTORNEY IF YOU HAVE ANY QUESTIONS AS TO ITS CONTENTS.**

In consideration of being permitted to use the facilities, participate in or observe activities, and to receive instruction on horseback riding, horse care and stable usage at the Ithaca Equestrian Center, LLC operations and premises, the undersigned:

1. Acknowledges and fully understands that Ithaca Equestrian Center, LLC is the owner and operator of an Agricultural Tourism Area as defined under New York's General Obligation Law. And that pursuant to Article 18B of New York's General Obligation Law, the Ithaca Equestrian Center shall not be Liable for death or injury while on the premises. In accordance with New York Law, the Ithaca Equestrian Center has provided me with certain notices regarding the risks inherent in visiting and using the Equestrian Center and my obligations as a visitor or participant.
2. Acknowledges receipt of the WARNING TO VISITORS document (attached as Exhibit A). Has read and understands the notices regarding the risks inherent in equine activities and the obligations of visitors and participants. Understands that being on the premises of the Ithaca Equestrian Center exposes visitors and participants to these risks as well as unforeseeable risks that can result in injury or death to people and animals.
3. Agrees that if signing on behalf of a minor, that I am the parent(s) or legal guardian(s) of such minor and that I fully understand the risks and have made the informed decision to permit the minor to visit the Ithaca Equestrian Center to observe or participate in the activities offered by the Equestrian Center.
4. Agrees that I have instructed the minor regarding his/her responsibilities as a visitor to the Equestrian Center, as well as instructed the minor regarding the contents of the written notices and warnings located at the facility, including the locations of any written warnings located at the facility, and the contents of the Equestrian Center's Rules and Regulations.
5. Assumes all the inherent risks and accepts personal responsibility for the dangers, fully knowing that they may result in injury, permanent disability or death.
6. Agrees to release, waive, discharge and covenants not to sue Ithaca Equestrian Center, LLC, its owners, officers, directors, agents or independent contractors, employees, other participants all of which are hereinafter referred to as "releasees" from liability to each of the undersigned, his/her heirs and next of kin for claims demands, losses or damages on account of injury, including death, to myself or my horse or property damage caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
7. Agrees that by entering or observing an event or activity on the premises I consent to being photographed and/or videoed and waive all rights to photographs/videos taken by an Ithaca Equestrian Center, LLC staff, professional photographer, or personal photos by other participants.
8. Agrees that this release shall be governed by, construed, and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws. I hereby consent to personal jurisdiction of the State and Federal Courts located in Tompkins County and the Northern District of New York for any and all claims arising under or related to this release. Every provision of this release is intended to be severable. If any provision of this release, or the application of such provision to any circumstance, is declared by any court of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the remaining provisions of this release or the application of such provisions to circumstances other than those to which it is held invalid or unenforceable.

I/we have read the above hold harmless agreement and release of liability as well as the incorporated WARNING TO VISITORS. I/we understand that I/ we give up substantial rights by signing, and hereto sign our names voluntarily.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed Name